



TERMS AND CONDITIONS OF BUSINESS Project Title: _____

PAYMENT AND BILLING POLICY: 50% deposit required with every duplication order. Balance will be PREPAID or COD- Certified Check, or Money Order.. IN ACCORDANCE WITH INDUSTRY STANDARDS, ALL DUPLICATION, PRESSING AND PRINTING ORDERS ARE SUBJECT TO A 10% OVER OR UNDER RUN, YOU SHOULD FIGURE THIS IN ALL ESTIMATES. You will only be billed for actual quantities shipped. All other catalog items must be prepaid, COD, or charge card, unless other arrangements have been made. No portion of a duplication/printing order will be released without final payment. A service charge will apply to all returned checks: the charge will be \$20.00 or 4% whichever is greater. The undersigned contracts and guarantees both personally and for their company (if applicable to the faithful payment, when due, of all accounts and agrees to pay all collection costs, court costs, and legal fees incurred to collect delinquent balances.

PRICING POLICY: All prices subject to change without notice. Eastco Multi Media Solutions, Inc. reserves the right to change materials, colors, specifications and quantities without notice or obligation. Special contract pricing is available on certain items.

CHARGE CARD POLICY: Catalog prices shown are CASH, and are 3% lower than charge card prices. Signature and personal guarantee WILL BE required on telephone and mail charge card orders over \$100.00. We will send you the proper forms, which must be returned before your job can progress. Of course, you may send a "cash advance" check for which there is no charge from Eastco. I (customer) will not request a "charge back" from my credit card company. I also understand that if I do request a charge back from my credit card company or in any way stop payment on my account, my account will be turned over to a collection agency or attorney for payment. Additionally, there will be reasonable collection fees added to the delinquent balance.

FREIGHT: Freight/Handling is NOT INCLUDED except where noted. Customer is responsible for any possible returns or re-shipment charges. COD fee is \$5.00 per package. A \$5.00 handling charge WILL BE applied to all orders under \$30.00. The following charges apply to ARTWORK AND TEST PROOFS: overnight - \$20.00, 2 day air - \$10.00.

RETURNS: There may be a 10% restocking charge on certain items and special orders. All returns MUST have a clearance number from our office.

DELIVERY POLICY: Eastco Multi Media Solutions, Inc. will do everything possible to meet delivery dates. QUOTED OR ACKNOWLEDGED DATES ARE ONLY ESTIMATED. Eastco Multi Media Solutions, Inc. disclaims liability for delays in delivery. If a client fails to pay, accept delivery or pick up his finished project within 90 days of completion, Eastco Multi Media Solutions, Inc. has the right to sell, dispose of, or use any such material in any way we choose. In this case, all masters, tapes, artwork, CD's cassettes, video's, etc. become the property of Eastco Multi Media Solutions, Inc.

GUARANTEES/WARRANTIES: Most products come with manufacturers warranty. Neither seller nor manufacturer shall be liable for injury, loss or damage, direct or consequential, arising out of the use of, or inability to use any products sold by Eastco Multi Media Solutions, Inc. Eastco Multi Media Solutions, Inc. reserves the right to refuse any order, for whatever reason it deems necessary. No product is replaced or given credit more then sixty (60) days after the client's receipt of the product. Customer should provide for his own insurance coverage, as Eastco does not provide coverage for client's parts in our possession. While Eastco will treat the client's materials with the utmost care, Eastco specifically denies liability for any damages or loss due to fire, casualty, or negligence while the client's materials are in the care, control or possession of Eastco Multi Media Solutions, Inc. If a project is cancelled while in progress, customer agrees to pay for products and services rendered up to that time. All products are 100% GUARANTEED against defects in quality and workmanship.

MASTER TAPE GUIDELINES IMPORTANT: (JOBS NOT FOLLOWING THESE GUIDELINES MAY BE DELAYED, RETURNED, OR RESULT IN EXTRA CHARGES). Masters must be and are considered "ready to run": songs in correct order, needing no equalization, compression, or level adjustments, with a complete list of song titles. Audio Cassette Side A & B must be labeled clearly. For analog tapes, test tones are recommended (100Hz - 1K - 10K) at 0 dB operation level. If sides A & B are on the same master there should be a 2 minute space between them (except for CD replication). Any changes may incur additional charges.

DAT MASTERING: For audio cassettes please listen to your master before submitting it to make certain that it includes: • 1 minute of 1 kHz test tone recorded at peak program level, • Tones and program material should be recorded at 0 dB peak max, • After test tones, 2 minutes digital black/silence (recorded with inputs set at minimum), • Start IDs sequentially numbered one ID per song, • Complete from start to finish, accurate absolute time log, including any wanted or unwanted out-takes, false starts, noises, etc., • Eastco is not responsible for errors in your master log or if log is not provided. Other: We accept all master formats. There may be nominal charges associated w/some formats. Equalization, level adjustments, etc. ARE NOT provided unless specifically requested and will be billed at an hourly rate with a one-hour minimum. DAT masters for CD manufacturing should include 2 minutes of digital black before any program begins, followed by your continuous program, with each track ID in place, recorded at 44.1 kHz sampling rate and have ABS (absolute time code), this master should be accompanied with a master log indicating the sequence of tracks their ID's as they appear on the master you have submitted. Masters must be "ready to run": songs in correct order, needing no equalization, compression, or level adjustments. Any changes may incur additional charges.

CD-R MASTERS: Must be single session and PQ coded. Masters must be "ready to run": songs in correct order, needing no equalization, compression, or level adjustments, with a complete list of song titles, track numbers, as they appear on the master you have submitted. Any changes may incur additional charges.

RETAIN A SAFETY COPY OF YOUR MASTER: It is best to ship masters via FedEx Overnight or with a similar carrier. Customer warrants that it is the sole and exclusive owner and/or has the right to possession and use of any and all recordings and artwork delivered to Eastco Multi Media Solutions, Inc. ("Eastco ") including without limitation the right to use them in the manner in which Eastco is requested hereunder to use them. Supplied masters, unused supplied printed materials, printing over runs will be returned at or following completion.

INDEMNIFICATION: Customer shall defend, indemnify and hold Eastco Multi Media Solutions, Inc. harmless from all liability arising out of or in connection with duplication, printing, publication, distribution, or exhibition, including without limitation any liability for libel, slander, defamation, or infringement of patent, copyright or trademark and reasonable attorney's fees associated therewith.

ANTI-PIRACY POLICY: It is Eastco Multi Media Solutions, Inc.'s policy not to participate in or otherwise facilitate the unauthorized possession, replication, distribution, sale, rental or use of data by its customers. Customer understands that Eastco Multi Media Solutions, Inc. cooperates with various governmental agencies and trade organizations responsible for policing the recording and replication industries and agrees that Eastco may provide such agencies and organizations information regarding Customer and the business conducted by Customer with Eastco.

SUPPLIED GRAPHICS: Customer supplied graphic files must arrive with printed proofs. All files or printed materials must be supplied within Eastco Multi Media Solutions, Inc.'s specifications. Any of these items mentioned previously, not meeting required specifications might incur additional charges.

To start your work it is your responsibility to return this form, signed and dated. Without this form your job will be delayed.

Officer's signature

Title

Date



INDEMNIFICATION AGREEMENT

Project Title: _____

Eastco Multi Media Solutions, Inc. requires an officer of your company to sign the following indemnification agreement to help protect you, our valued customer and ourselves. Please execute accordingly and send back to Eastco Multi Media Solutions, Inc.

_____, by executing below, hereby agrees, represents and warrants with respect to any and all data, documents, computer databases, information, and recorded and printed materials delivered to Eastco Multi Media Solutions, Inc. in connection with this Agreement (the "Materials") that (1) Customer has obtained all rights, permissions and authorizations required to be obtained to have the Materials supplied by Customer to Eastco Multi Media Solutions, Inc. replicated onto Compact Disc(s) (or any format including but not limited to print, audio and video cassettes and floppy discs) without infringing or breaching any trademark, copyright, patent, license, contract, or property right(s) and has paid any and all royalties and fees 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 of comparable law of any other jurisdiction regulating the rights and use of such data, documents, computer databases, information and recorded and printed materials, (2) the Materials do not contain matter which constitutes libel or defamation of, or an invasion of the right of privacy or publicity of any individual; and (3) the Materials do not contain obscene or pornographic matter. The Customer further agrees, represents and warrants that it will not use, sell, transfer, or assign the rights to the compact discs or other materials replicated by Eastco Multi Media Solutions, Inc. under this Agreement in a manner that will cause the Customer to infringe upon or breach any trademark, copyright, patent, license, contract, or property rights.

In consideration of Eastco Multi Media Solutions, Inc. supplying products herein and providing the services to the Customer under this Agreement, the Customer hereby agrees to indemnify and hold Eastco Multi Media Solutions, Inc. harmless from and against any and all actual and threatened claims, suits, penalties, liabilities, damages, judgments, orders, stipulations, and costs and expenses (including without limitation, legal fees, costs and disbursements) incurred, suffered or expended by or threatened against Eastco Multi Media Solutions, Inc. by reason of, arising out of, or relating to this Agreement and/or the Materials provided by the Customer, including but not limited to any claim of infringement of copyright or of any claims for royalties or fees pursuant to the Copyright Law of the United States of America or World Copyright Law or any other applicable law or any other statutes or comparable law of any other jurisdiction regulating the rights and use of the Materials.

Date: _____ Organization: _____

By: _____
Officer's Signature

Please print your name

Office / Title

Intellectual Property Rights (IPR) Form

Required with every order

Please complete this form in its entirety and submit with your order. Incomplete forms WILL DELAY your job.

- Letters of indemnity are not adequate.
- Licensed content requires proof of licensing for duplication and replication.
- Owned content indicates the individual/organization completing this form is the IPR owner.
- Must be completed by the organization soliciting duplication/replication and not an intermediary.

Project Title: _____

Distribution: Internal Retail Promotional Other _____

Countries of Distribution _____

Are you the IPR owner for the entire disc contents? Yes No*

Complete the section(s) below describing the content that is applicable to the media you are ordering.
MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM/DVD-ROM Content

*** If not IPR owner, list all included non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner.**
Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.

2. CD/DVD Audio Content

Check here if Compilation

Artist(s) _____ Content/Music Type or Genre _____

An attached list of track title, artist, and IPR owner is required (Master Log Product Identification Form). Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recording.

*** If not IPR owner, proof of replication licensing from IPR owner for licensed tracks is required.**

3.) CD/DVD Video Content (if audio is separately licensed, complete audio section and provide necessary Audio/Video synchronization licensing)

*** If not IPR owner, proof of replication licensing from IPR owner is required.**

I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for duplication/replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am the intellectual property rights owner for all contents indicated as being "owned" and approve of duplication/replication. I agree to abide by the current version of Eastco Multi Media Solutions, Inc.'s anti-piracy standards. Eastco Multi Media Solutions, Inc. reserves the right to refuse processing any order that does not comply with anti-piracy standards.

Print Organization Name & Telephone of Party Soliciting Order _____

Signature of Representative from Party Soliciting Order _____

Print Name, Title & Date _____

Master Log Project Identification Form

Required with every order

Please complete this form in its entirety and submit with your order. Incomplete forms WILL DELAY your job.

To protect your intellectual property rights as an artist or label and to protect copyright owners from unauthorized reproduction of their property, a master log project identification form must be completed with every project. Eastco Multi Media Solutions, Inc. cooperates with various governmental agencies and trade organizations responsible for policing the recording and replication industries as we enforce anti-piracy policies. Please complete this form in its entirety and submit with your order. Please visit www.eastcopro.com to find agencies that can help with the licensing process.

Customer Name/Organization: _____

Contact Person: _____

Phone: _____ Fax: _____ Email: _____

Project Title: _____

Artist: _____

Artist	Song Title Please list all songs	Time	Name of Intellectual Property Rights Owner*

Is the project a compilation? Yes No

If yes fill in the various artists names under the artist section

* Please provide information about who owns the rights to the master. If the song was recorded by you please put your name in this field. If the recording is by and/or property of another person you must put their name in this field and provide a copy of the contract authorizing you to reproduce their recording. This field is only for the rights of the recording and not mechanical copyrights. If you record a cover song whose copyrights belong to a third party you must obtain a mechanical license prior to duplication/replication.

Eastco Multi Media Solutions, Inc. reserves the right, at its sole discretion, to investigate the ownership of any and all materials provided for manufacturing. If Eastco Multi Media Solutions, Inc. determines, or has reason to believe, that the customer does not have the authority to reproduce the product or materials provided, Eastco Multi Media Solutions, Inc. will have no further obligation to the customer to provide any duplication/replication services or any other services under any agreements with respect to such product or materials. By reserving these rights, Eastco Multi Media Solutions, Inc. does not in any way assume an obligation to investigate or verify ownership of any and all intellectual property or other materials provided by the customer, and Eastco Multi Media Solutions, Inc. will rely solely on the customer's representations and warranties, as provided under Eastco Multi Media Solutions, Inc.'s master log project identification form.

I declare that the above information is correct, that I have the right to reproduce this project and I agree to Eastco Multi Media Solutions, Inc.'s terms of sale.

Print Name: _____
Signature: _____
Date: _____