



MEDIAWORKS[®]
INTERNATIONAL, INC.

WARRANTY, INDEMNIFICATION, AND PERSONAL GUARANTEE AGREEMENT

The undersigned (Customer) hereby represents and warrants to Mediaworks International, Inc. (Mediaworks) that all information, designs, and printed material (Material) furnished to Mediaworks are either original intellectual properties owned by Customer, or that Customer has obtained all rights and permissions necessary for Mediaworks to produce phonorecords, audio visual works, and related printed products without infringing upon any copyright, trademark, contract or property rights of any third parties.

In consideration for this Agreement, Mediaworks agrees to supply products and materials to Customer. Customer agrees to indemnify and to hold harmless Mediaworks from any and all claims, demands, lawsuits, costs, and expenses (including attorney's fees) which may be obtained against, imposed upon or suffered by Mediaworks by reason of any Material furnished by Customer or by reason of any breach or claim of breach of any agreements or covenants of Customer.

Customer, or Customer's representative as the case may be, also personally guarantees the prompt payment of all amounts owed and to be owed to Mediaworks by Customer. This Guarantee shall remain effective until the undersigned has notified Mediaworks in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned to Mediaworks prior to receipt of such written notice.

Customer, or Customer's representative as the case may be, also agrees to pay all reasonable costs, expenses, and attorney's fees incurred by Mediaworks in the enforcement of this Warranty, Indemnification, and Personal Guarantee Agreement.

Customer, or Customer's representative as the case may be, also has read and agrees to the ***Standard Terms and Conditions of Business*** which is page two of the Mediaworks pricing and information package.

The effective date of this Agreement is _____

Customer - Name _____

Representative of Customer (Print Name) _____

Signature _____

We must have a signed copy of this agreement in our files before we can process your order!