

**ACKNOWLEDGEMENT OF COPYRIGHT AND/OR NEIGHBOURING RIGHTS  
associated with commissioning of production to TAKT Sp. z o.o.**

In ....., on ....., 20 .....

.....  
Full name of legal / natural person

.....  
Street, apartment/premises no.

.....  
City/town, postal code

.....  
Registration document

I, the undersigned, acting on behalf of .....  
Full name of legal / natural person

(in witness thereof, I submit the valid copy of the relevant document certifying legal registration), hereinafter the Contracting Party – I represent as follows/ I, the undersigned, .....

.....  
Name and surname

hereinafter the Contracting Party – I represent as follows:

The Contracting Party represents as follows:

1. The Contracting Party represents that it is fully authorized to make use of any intellectual property associated (directly or indirectly) with the production commissioned to TAKT Sp. z o.o., in particular the Contracting Party represents that it is fully authorized to fix and reproduce on any carriers all subject-matter of copyright and/or neighbouring rights the Contracting Party will deliver or has delivered to TAKT Sp. z o.o. in the materials for the purpose of execution of the commissioned production. The Contracting Party further represents that, at the request of TAKT Sp. z o.o. it will produce adequate evidence to substantiate the representations made in the preceding sentence.
2. The Contracting Party represents that, within the meaning of any regulations related to intellectual property, in particular within the meaning of the provisions of the Polish Copyright and Neighbouring Rights Act, and the regulations in force in other countries and international regulations governing copyright and/or neighbouring rights, the Contracting Party is authorised to make use of the aforementioned subject-matter of copyright and/or neighbouring rights as well as of other subject-matter of intellectual property. Hence, the Contracting Party represents that entrusting production to TAKT Sp. z o.o. shall mean solely entrusting an activity of technical nature thereto. For the avoidance of doubt, the Contracting Party represents that entrusting production of any carriers to TAKT Sp. z o.o. shall in no way mean that the company in question is granted a license to dispose of and/or make use of the aforementioned subject-matter of copyright and/or neighbouring rights or of other subject-matter of intellectual property in any fields of exploitation, in particular those defined in Article 50 of the Polish Copyright and Neighbouring Rights Act, nor shall it mean that any right to the aforementioned subject-matter

of copyright and/or neighbouring rights or to other subject-matter of intellectual property rights have been transferred to TAKT Sp. z o.o.. The Contracting Party shall continue to be the user of the aforementioned subject-matter.

3. The Contracting Party represents that TAKT Sp. z o.o. is in no way burdened or obligated to pay or retain any remuneration defined in any regulations whatsoever (whether of the national or EU or international law), in particular those defined in the Polish Copyright and Neighbouring Rights Act and payable pursuant to the above regulations to any holders of copyright and/or neighbouring rights or holders of other intellectual property rights, or payable to any organizations managing such rights.
4. The Contracting Party represents that TAKT Sp. z o.o. has the right to transmit to the organizations of collective management of copyright and/or neighbouring rights, as well as to competent authorities of the Republic of Poland, governing bodies of other companies or international (also private) organizations any data pertaining to the commissioned production, in particular the details of the quantity, titles or form of the produced carriers. Furthermore, the Contracting Party represents that TAKT Sp. z o.o. may, at any time, approach the aforementioned entities and any private entities to ascertain the Contracting Party's title to the subject-matter of the aforementioned rights.
5. The Contracting Party represents that TAKT Sp. z o.o. shall not be obliged to execute commissioned production if it deems or has reasons to believe that the Contracting Party does not hold rights in the subject-matter of the aforementioned rights (or is not properly or fully authorised to dispose thereof). If TAKT Sp. z o.o. entertains any doubts as to possession by the Contracting Party of the title to the subject-matter of the aforementioned rights, TAKT Sp. z o.o. may withhold execution of the production until obtaining relevant explanation from the Contracting Party or until ascertainment of the Contracting Party's rights in the materials transmitted for production, or may return such materials to the Contracting Party, at the latter's expense and risk. The Contracting Party represents that exercise by TAKT Sp. z o.o. of the rights specified in this clause as well as in the preceding clauses shall not give rise to any liability on the part of TAKT Sp. z o.o., in particular on account of non-performance or improper performance of the commissioned production.
6. The Contracting Party undertakes to reimburse all the costs (of negotiation, damages, compensation, court proceedings, legal assistance, opinions and expert opinions, etc.) incurred by TAKT Sp. z o.o. in connection with reasonable third party claims arising from breach of their rights, if any, if the aforementioned representations of the Contracting Party are found to be untrue or incomplete. In addition to and notwithstanding the above obligation, the Contracting Party hereby represents that it releases TAKT Sp. z o.o. from any liability towards such persons and undertakes, when requested by TAKT Sp. z o.o., to enter into the rights and obligations of TAKT Sp. z o.o. and join any pending negotiation or legal or administrative dispute, releasing TAKT Sp. z o.o. from further participation therein and reimbursing the aforementioned costs to TAKT Sp. z o.o.
7. The Contracting Party represents that execution by TAKT Sp. z o.o. of the production commissioned by the Contracting Party shall not expose TAKT Sp. z o.o. to any penal, penal and fiscal proceeding or proceeding held before the magistrates' court. In particular, the Contracting Party represents that it has checked the input materials supplied for production and represents that they do not contain any content banned under any legislation, including specifically pornographic content, content promoting Nazism, fascism, communism and/or terrorism or content promoting use or production of narcotics or other substances banned by law. If TAKT Sp. z o.o. determines that such content can be found in the aforementioned materials, TAKT Sp. z o.o. shall have the right to refuse execution of the commissioned production or interrupt its production, without suffering any negative legal

consequences on that account. In such case, the Contracting Party shall not be entitled to any claims against TAKT Sp. z o.o. in this respect, while TAKT Sp. z o.o. shall be obliged to notify competent authorities of any identified banned content. The Contracting Party's representations and commitments contained in the preceding clauses shall apply accordingly.

8. The above conditions apply for following items:

Pos.	CD-ROM, DVD-ROM CINTENT AUDIO (CD OR DVD) CONTENT	FILE / TRACK AUTHOR / PERFORMER	IPR OWNER*

\* Licence agreement has to be supplied on the IPR owner letterhead, sub-licence agreement has to contain IPR owner name and surname.

The term of validity of these terms and conditions/*agreement* is one (1) year from the date of placement of the order or signing of the agreement. Such terms and conditions (or the *Agreement*) may be extended following a review by TAKT Sp. z o.o.

TAKT Sp. z o.o. reserves the right to declare these terms and conditions/*this agreement* null and void at any time.

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Name, address, phone number and e-mail address of the Customer (please print)

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Surname and position of the Customer's representative (please print)

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Date and signature