

Personal Liability and Indemnity Obligation

Client

Client Company: _____

Responsible Persons: _____

Street, House Number: _____

Country, Postal Code, City: _____

I hereby declare, after thorough and diligent legal review with respect to MY45 GmbH & Co. KG (hereinafter: MY45), that I am the sole owner of all rights necessary for the lawful fulfillment of the contract (particularly reproduction rights) in relation to all audio recordings, images, texts, and digital data of the production:

Order number: _____

Catalog number: _____

Project name: _____

I confirm that I have unrestricted rights to these materials or, if I am not the sole owner of these rights, I have obtained all necessary consents from other rights holders (e.g., other authors, licensees, artists, producers, co-producers, labels, publishers, studio musicians, designers, creative directors, copywriters, other artistic contributors, persons depicted in images, trademark and design right holders, and collecting societies) prior to commissioning. I am authorized to exercise their rights and to make use of them accordingly. Furthermore, I have paid all applicable fees to the respective rights holders.

2. I hereby undertake, both civilly and criminally, that the fulfillment of this contract does not infringe upon the rights of third parties (e.g., personality rights, quotation rights, image rights, or industrial property rights).

3. Concerning logos, trademarks, and brand signs, I declare that these are lawful, valid, and enduring, and that I am authorized to use them to the extent necessary for fulfilling the contract.

4. Furthermore, I declare that all physical audio and data carriers provided by me or third parties for the purpose of executing this order are my property and are not restricted by rights of third parties.

5. I commit to indemnify MY45 immediately upon request against all claims of third parties arising from the above declarations and to compensate MY45 for any damages and necessary costs incurred due to third-party rights or in connection with defending such claims. This includes, in particular, legal fees and court costs incurred by MY45; regardless of whether a claim for reimbursement exists against the third party. This obligation does not apply if MY45 is primarily at fault; in such cases, the principles of § 254 BGB (German Civil Code) shall apply accordingly. I am aware that in return, I can demand assignment of any claims for damages against third parties.

6. In the event that a third party makes a claim against MY45, I agree to pay MY45 a flat-rate compensation of 500.00 euros per claim. This does not apply if I can provide legally binding proof upon first request that my statements are correct and that I am not at fault for the claim.

Place, Date, Signature, Stamp

Please print immediately, sign manually, and send to MY45 (scan via email to: info@my45.de or by mail to: MY45 GmbH & Co. KG, Festplatzstr. 6, 84030 Ergolding, Germany).