

## **DISKERY SALES APPLICATION INSTRUCTIONS**

To join EMD's Diskery system you need to first print then read and sign the general Distribution & Sales Agreement, then complete the application form. BOTH must be sent to us for your entry to be accepted. If you wish to insert multiple recordings or multiple artists then you may do so on the application form and the Sales Agreement will cover them all. You may add additional pages if there is not enough room on the application itself.

Please print (or type) clearly and only use the English Language. Make sure to make a copy for yourself.

Once you have signed and dated the Agreement form you must mail it to us with your first shipment of at least 5 copies of each recording you sell (10 is better and you can send more if you wish), and at LEAST one extra at no charge labeled "promotional" or "demo" so our staff will have a model unit in order to create your display page with at our website. Multiple "promotional" or "demo" copies would be appreciated, however.

You must cover all shipping charges to get your items to our warehouse. There is no service fee thereafter.

When listing the price of each item you want to sell: what we want is the "wholesale price", this is the price YOU get paid when your item sells in our network. Diskery will set its own retail price (what the customers pay). Diskery keeps the difference between the two (it's how we make our share of the money). You will get paid when \$50 U.S. or more has been sold.

You must be at least 19 years of age and have legal ownership over the original master copies of what you are listing in our network, or be a person legally representing the owner(s) in order to sign this agreement with us. "Pirates" (those illegally copying and/or distributing artistic works not their own and without legal title to do so) will be reported to international police. If this is what you plan to do here note: the items you send will be confiscated without payment to you and the police will be notified when we discover what you are doing.

Feel free to send band biographical information, pictures, sound samples and anything else you think we can use to help sell the items with your shipment. This Agreement allows us to use such material.

NO: A "barcode" is not necessary.

Any information you supply us is kept confidential.

You must send a fresh application form if you wish to add new titles on our system in the future. You may notify us with at least 30 days notice if you wish to add, delete items, or change the pricing, or to leave our network completely (you will have to pay shipping to return your unsold items, however).

If your CD is in CD-R format only or is unwrapped by design, then notify us in advance to make special arrangements.

### **DO NOT SEND:**

- Material you do not have legal title to.
- Pornography
- Pornography including children (if you do you will be reported to the police)
- Music, video or pictures that include hate against other people, including but not limited to: sex, sexual orientation, race/racial history, color, creed, economic status, handicap, occupation, etc. It is illegal here.
- Items already listed in our catalog
- Items that are missing components, unwrapped (unless you've made special arrangements with us), or are otherwise broken.
- Any other product or title NOT listed on your application form.

Such material will be confiscated and you will not be paid for it.

**EMD reserves the right to eject or reject any person or title from our network with or without cause.**

If you have any questions then please contact us at: [skelmetal@sympatico.ca](mailto:skelmetal@sympatico.ca) or [info@diskery.com](mailto:info@diskery.com).

**DISKERY ALBUM DISTRIBUTION & SALES AGREEMENT**

**GRANT:** The undersigned (hereby known as "Supplier") hereby grants Emperor Multimedia Corporation Ltd. and its Diskery service (hereby known as "EMD" collectively) the unencumbered, unconditional but non-exclusive right to sell, distribute, and advertise through any means the recordings listed here-in by the artists also listed here: including selling via retail, electronic, and wholesale during the Term of this agreement (known as "Recordings").

**PAYMENT:** Excluding tax or other financial withholding that may be required by local laws, and excluding any units shipped to EMD listed as "promotional" or "demonstration", Emperor Multimedia shall pay the undersigned their required below listed wholesale price for each unit sold after the accumulative sum exceeds \$50 U.S. value. Except in Canada where the Canadian Dollar will be used, all payments are in United States Dollars. Supplier must ship at least one (1) "promotional" Record from each title they plan to sell. EMD is free to set its own retail pricing and keep the difference earned.

**TERM & TERMINATION:** This agreement shall remain in force until either party has issued a 30 day written notice of desire to exit or change, either party has breached the agreement, or EMD's supply of Recordings drops to 0 (zero) and it is not replaced by supplier within a reasonable period of time of being asked to by EMD. Upon termination of this agreement EMD shall pay for all units sold, regardless of how many, and return to supplier all remaining Recordings or purchase them at the wholesale price. If EMD is unable to contact supplier within that 30 day period, EMD shall reserve the right to dispose of remaining Recordings as it sees fit and keep all monies earned from all sales on the current shipment as they will be considered abandoned. EMD will not charge any shipping fees for the return of Recordings unless this Agreement was terminated by the actions or request of Supplier, in which case EMD is free to charge reasonable return shipping fees.

**REPRESENTATION & WARRANTIES:** Supplier will be permitted to use EMD (specifically Diskery) logos and links to Diskery website in efforts to facilitate sales of the Recordings on Diskery; likewise supplier allows EMD to use sound samples, album art, artist likenesses, artist and company logos to entice sales. EMD does not guarantee sales to supplier while supplier uses EMD's network. Supplier shall also notify EMD of any product changes, address changes or other agreements that would hinder EMD's ability to execute this agreement, and will not enter an agreement with any third party that will affect EMD's ability after signing this document. Supplier guarantees that it is authorized to sign this document on behalf of the items below listed.

**INDEMNIFICATION & JURISDICTION:** EMD shall be held harmless for any loss or damage to equipment, financial income, reputation or any other damages caused to Supplier during their use (or inability to use) EMD's network. This document can be modified only by EMD at any time, however Supplier shall be exempt from such changes for the below listed sales items until this Agreement is terminated by the aforementioned methods. Both supplier and EMD are not entering a partnership or joint venture, and only a court of competent jurisdiction in the Province of Ontario, Country of Canada, shall hear all unsettled disputes concerning this document.

*This document is only valid when it is included with the "DISKERY MEMBERSHIP APPLICATION" (following page).*

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Rev #: 200612-2

Signed this day: \_\_\_\_\_ (Please write full date)

By: \_\_\_\_\_ (Please print name)

Authorized Signature for "Supplier": \_\_\_\_\_ (Signature)

Address, E-mail & Telephone number for "Supplier":

Assuming no modifications have been made to the document text, "EMD" waives it's right to sign and accepts the Agreement as-is. Contact information for "EMD" is:

**Emperor Multimedia Corporation Ltd. 126 Martindale Ave. Oakville, Ontario, Canada. L6H 4G7.  
Contact person is: Derek McDonald.**

**DISKERY MEMBERSHIP APPLICATION**

Please list the album title, artist name, wholesale price (the price YOU want to be paid for each album sold) and media format (LP, CD, Cassette). If you need more space then you may add another sheet. Please do NOT list items that are already listed in our network.

**Title** \_\_\_\_\_ **Artist** \_\_\_\_\_ **Wholesale Price** \_\_\_\_\_ **Format.** \_\_\_\_\_

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Restrictions on sales: What states or countries do you have exclusive sales rights, other agreements, or legal matters that would stop us from selling your recordings there.

**Restrictions On Sales:** \_\_\_\_\_

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What name should appear on the check or money order we send you when you are sent payments for sales?

(Please print): \_\_\_\_\_

*Please note: all payments outside Canada are in \$US (inside Canada is \$CAN).*

Please provide your contact information. Name, address, telephone number, fax, e-mail, web site, etc.

**Address:** \_\_\_\_\_

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If we need to send payment to a DIFFERENT address then the one above please tell us that contact information.

**Payment Address:** \_\_\_\_\_

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Please use the remaining space on this form to tell us any multimedia (audio/video/picture links) you have set up for this recording (if any).

**Multimedia:** \_\_\_\_\_

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