



DOCTORZED PUBLISHING

10 Vista Ave, Skye, South Australia 5072

ABN:18 982 812 802

CONTRACT FOR DIGITAL (EBOOK) RIGHTS

This contract is between _____ hereafter referred to as the Author, and **DoctorZed Publishing**, hereafter referred to as the eDistributor.

1. PUBLICATION

The eDistributor shall distribute the Work(s) titled _____

within 6 months of the date of this Contract, unless prevented by circumstances beyond its control.

2. LICENSE, TERRITORY

Copyright in the Work shall remain the property of the Author who shall grant the eDistributor exclusive license to publish, distribute and sell the Work(s) in digital (ebook) format only, in any volume, in the English language, while the Work(s) remain under contract. This Contract grants worldwide ebook publishing, distribution and sales rights to the eDistributor.

3. WARRANTY

The Author warrants to the eDistributor that:

- I. The Work(s) is/are the Author's original work
- II. The Author is the sole proprietor of the writing
- III. The Work(s) does/do not infringe any existing copyright
- IV. The Work(s) contain nothing which to the knowledge of the Author is libellous
- V. The Author will indemnify the eDistributor to the total amount of money received by the Author under this Contract against loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the eDistributor in consequence of any breach by the Author (unknown to the eDistributor) of this warranty.



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4. COPYRIGHT PROTECTION

The eDistributor shall ensure that the copyright notice in the Author's name appears in all versions and sold units of the published Work(s).

5. ALTERATION

No alterations shall be made to the text or the title of the Work(s) without the Author's authorisation.

6. AUTHOR'S COPIES

The eDistributor shall make available to the Author at no cost a download of each digital format version of the Work(s)

7. ROYALTIES

A royalty on units sold will be paid by the eDistributor to the Publisher as follows:

- I. For total number of Titles 1-10 granted to eDistributor from the Author:
On each and every unit sold, irrespective of where, how or at what unit cost, a royalty of 67% of the total eDistributor's net receipts, after GST (Goods and Services Tax), where applicable, will be paid to the Author by the eDistributor.
- II. For total number of Titles 11+ granted to eDistributor from the Author:
On each and every unit sold, irrespective of where, how or at what unit cost, a royalty of 75% of the total eDistributor's receipts, after GST (Goods and Services Tax), where applicable, will be paid to the Author by the eDistributor.

8. ROYALTY ACCOUNTS

The first royalty payment shall be made to the Author six (6) months after the distribution date, or during the month of June or December, whichever is earliest, where total Author ebook net receipts received by eDistributor have exceeded one hundred US dollars (\$100) for the accounting period. Further royalty payments are to be made at six (6) month intervals thereafter during the months of June and December, where total Author ebook net receipts received by eDistributor have exceeded one hundred US dollars (\$100) for the entire distribution period. With each royalty payment the Author shall receive a full statement from the eDistributor.



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9. INSPECTION OF ACCOUNTS

The Author or the Author's authorised representative shall have the right, upon written request, to examine the books of account of the eDistributor within thirty (30) days of the written request insofar as they relate to the sales of the Work(s). This shall be at the cost of the Author unless errors of accounting are found to the Author's disadvantage, in which case the cost shall be borne by the eDistributor.

10. FORMAT

Matters relating to the appearance and format of the Work(s) for distribution and promotional purposes, including biographical detail(s), shall be at the discretion of the Author who shall bear all expenses in connection therewith

11. TERMINATION OF RIGHTS

Either party may by one (1) month notice to the other party terminate this Contract without prejudice to any claim outstanding or any sub-licenses properly granted in the event of:

- I. Any breach or non-observance by the other party of Contract terms or conditions
- II. The eDistributor going into liquidation (except a voluntary liquidation of or the purpose of reconstruction) or having a receiver appointed. In all these events the Contract shall automatically terminate and all rights shall revert to the Author.
- III. Upon the termination of this Contract for any cause all rights granted to the eDistributor shall revert to the Author. The eDistributor's privilege to sell units shall terminate with fourteen (14) days of the termination.
- IV. The right of both parties to terminate the Contract after a period of thirty-six (36) months in writing one (1) month before Contract end-date, the failure of which grants an automatic extension of the Contract for a further thirty-six (36) months.

12. PROMOTIONAL ACTIVITY

Except those generated from the eDistributor's website, newsletter, podcast or other mass-communication outlet, all costs related to the marketing, promotion and publicity of the Work(s) are to be at the Author's expense. Included in such undertakings are phone or media interview(s), in which the Author or Publisher shall undertake promotional activity at no cost to the eDistributor. All travel requirements for promotional activity are at the sole discretion and responsibility of the Author or Publisher. eDistributor shall have the right to distribute an indefinite number of free copies of sample chapters (not exceeding 35 pages in total or 10% of word count per sample) for promotional purposes.



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13. BINDING / BENEFICIARIES

This Contract shall be binding upon and ensure to the benefit of each Party hereto, and its/their successors, assigns and heirs.

14. CONTRACT / AGREEMENT

- I. This Contract shall be construed and take effect in accordance with the law of South Australia.
- II. The Contract constitutes the complete understanding of the parties and no waivers or modifications of any provisions shall be valid unless in writing and signed by the Author and eDistributor.

IN WITNESS HEREOF the parties hereto have caused the Contract to be executed on this day

Signed for and on behalf of the Author

Signed for and on behalf of
DoctorZed Publishing