

BOOK PRINT & DISTRIBUTION AGREEMENT

This publication agreement (“Agreement”) made this _____ day of _____, _____, between _____ (the “Author/Publisher”), whose address is _____ and DigiCOPY (the “Printer”) with respect to the work provisionally entitled _____ (the “Work”).

Article One **Rights Granted To DigiCOPY**

Section 1.1 The Author/Publisher grants to DigiCOPY during the Term (as defined below) of this Agreement the right to:

- A. Print and distribute through DigiCOPY’s E-store the Authors titles in paperback throughout the world
- B. Promote DigiCOPY’s E-store using the agreed to titles as warranted.
- C. Charge a fulfillment fee, plus applicable taxes, to the Author’s customers upon time of order.
- D. DigiCOPY will remit revenues collected through paypal minus fulfillment and taxes to the Author on a monthly basis.
- E. Only books printed by DigiCOPY will be eligible for sale on DigiCOPY’s E-store.

Section 1.2 Author/Publisher will retain worldwide copyright ownership in the Work and does hereby license to Publisher the rights described above.

Article Two **Printing Procedures**

Section 2.1 The Author/Publisher agrees to print the Work in book form at his/her own expense, in the manner and format, and at the prices, DigiCOPY and the Author have agreed upon, subject to the following procedure:

- A. DigiCOPY will provide two rounds of proofs at DigiCOPY’s expense.
- B. Additional proofs will be charged for at the rate determined in the printing quote, plus \$50 set-up fee.
- C. During the term of this Agreement, the Author agrees to purchase an initial run of 100 books at the agreed to price. DigiCOPY will retain books in stock and replenish, if needed, in minimum reorders of twenty.

Article Three **Copyrights**

Section 3.1 The Author/Publisher shall (subject to the representations and agreements of the Author) imprint a proper United States copyright notice in each copy of the Work, sold or offered for sale by the Author in the United States, in compliance with the United States copyright law and the Universal Copyright Convention.

Section 3.2 The Author/Publisher shall apply for registration of the copyright in accordance with Section 1.2.

Article Four **Warranties and Indemnification**

Section 4.1 The Author/Publisher warrants the following:

- A. That the Work is entirely original, except for portions thereof for which legally effective written licenses or permissions have been secured, or verified to be in the public domain;
- B. That Author/Publisher is the sole owner of all materials referenced in this Agreement, and that Author/Publisher has the full right and power to enter into this Agreement;
- C. That this Agreement does not conflict with any arrangements, understandings, or agreements between the Author/Publisher or and any other person or entity;
- D. That the Work is not defamatory or obscene, and contains no matter that is libelous, in violation of any right of privacy, or is otherwise in contravention of law, and will not be injurious to any reader, user, or third person.

Section 4.2 The Author/Publisher agrees to indemnify and hold DigiCOPY and its Affiliates (as defined below) harmless from any claim, demand suit, action, proceeding or prosecution (and liability, loss, expense or damage in consequence) asserted or instituted by reason of the publication or sale of the Work or the Author/Publisher 's exercise or enjoyment of any of its rights under this agreement or by reason of any warranty or indemnity made, assumed or incurred by the Author/Publisher in connection with the exercise of any of its rights under this agreement.

Article Five
Termination

Section 5.1 Either the Author/Publisher or DigiCOPY may terminate this Agreement with 30 days' written notice. Upon termination, all unsold books in DigiCOPY's possession will be returned to the Author/Publisher and the title will be removed from DigiCOPY's E-store.

Article Six
Term

Section 6.1 The term of this Agreement shall extend for one year from signing date, and will renew automatically without 30 days' notice prior to term expiration.

Article Seven
Miscellaneous

Section 7.1 Binding Agreement. The terms and provisions of this Agreement are binding on and enforceable by and against the parties, their successors, legal representatives, and assigns. There is no other agreement between the parties that deals with the subject matter of this Agreement.

Section 7.2 Conflict with other Agreements. This Agreement shall alter and amend any other written or oral agreement of the parties as needed to comply with the terms and conditions herein.

Section 7.3 Modification or Amendment. This Agreement may not be modified or amended without the written consent of all persons who are parties on the date of such amendment.

Section 7.4 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion.

Section 7.5 Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument. The failure by any party to enforce any term or provision of this Agreement shall not affect the validity or enforceability of that term or provision.

Section 7.6 Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God or any government or any governmental body, war, terrorist act, insurrection, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

Section 7.7 Attachments. Pricing agreements for each title will be included as part of this agreement

Section 7.8 Assignment. Author/Publisher may not assign this Agreement, or any rights or obligations hereunder, by operation of law or any other manner, without the Publisher's prior written consent.

Section 7.9 Advice of Counsel. The parties acknowledge and agree that each have had the unrestricted opportunity to consult with independent legal counsel of his/her own choosing, that any decision not to be so represented was voluntarily and independently made by that party, and that the provisions of this Agreement will not be construed in favor of either party.

Section 7.10 Confidentiality. Except where required by court order or subpoena, each party, hereto, shall keep confidential the terms of this agreement and shall not disclose to a third party any of the provisions hereof or any information obtained pursuant hereto. A party may disclose such information to an accountant or attorney agreeing to be bound by the terms of this Agreement for the purpose of or in connection with obtaining advice or counseling from such accountant or attorney.

DigiCOPY

AUTHOR/PUBLISHER

By: _____

By: _____

Print Name

Print Name

Date: _____

Date: _____