



Intellia Limited

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Publishers Contract

AGREEMENT

made this <daynumber> day of <month>, <year>

between _____, whose residence address is _____ (hereinafter called the Author); and Intellia Ltd whose principal place of business is in 33 Lorne Street, Auckland City, New Zealand. E-mail publisher@intellia.co.nz (hereinafter called the Publisher);

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT

The author hereby grants and assigns to the Publisher the exclusive rights to publish in the English language in electronic book form (e-book) in all countries of the world, a Work now entitled _____ (hereinafter called the Work), which title may be changed only by mutual consent in writing. Electronic Books are a rich medium that may include written text, illustrations, video and sound. The grant to publish the Work in e-book form has a fixed term of five years, with the right to renew. The grant excludes printed rights to publish the Work in conventional hardcover book form, as well as spoken rights over the Work for broadcast or online radio.

2. REPRESENTATIONS AND WARRANTIES

The Author represents that he is the sole proprietor of the Work and that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in electronic book form. The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

3. DELIVERY

The Author agrees to deliver to the publisher, a complete typewritten script as well as a complete electronic text of the Work in a format to be determined by the Publisher (hereinafter called the Script). If the Script shall not have been delivered within two (2) weeks after the date this agreement is signed the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author.

The Author will be responsible for the commissioning and payment of illustrations that will become part of the Work (e-book). The artist commissioned to do the illustrations will be delivering the illustrations in paper format to the Publisher. The Publisher will be transferring the paper-based illustrations into the e-book at the Publishers expense; the electronic file format(s) of the e-book will be at the discretion of the Publisher.

The Publisher agrees to deliver the Work (e-book) for sale online at two web pages (writers.html, e-books.html) on the website www.intellia.co.nz. The publisher may provide additional web pages or website(s) to promote, advertise and sell the Work (e-book) at the publishers discretion. The Publisher will disclose all sales to the Author and any other party that collect royalties on the Works (e-book) sales.

4. PUBLICATION

The Publisher agrees to publish the Work in e-book form at its own expense at a catalogue retail price of not less than NZ \$9.95 per copy not later than four weeks after the delivery of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed eight weeks from the delivery of the completed work.

5. PUBLICITY

Publicity for the e-book of the Work will be provided by the Publisher in the form of;

- a) Public relations release to leading New Zealand newspapers
- b) Public relations release to leading radio broadcast stations in New Zealand
- c) Advertising and sales of the e-book on the Intellia Ltd website webpage on writers and the webpage on e-books on the same website found at www.intellia.co.nz
- d) Advertising and sales of the e-book on Amazon (www.amazon.com) if Amazon can provide a suitable advertising and sales agreement that is suitable to the Publisher and the Author of the Work, to publish the Work through Amazon is to be agreed in writing between the Author and the Publisher, and this written agreement is to be attached to the Publishers Contract.
- e) Other forms of publicity and promotion that the Publisher deems necessary and cost-effective, with the consent of the Author of Work. Consent for other forms of publicity and promotion has to be put in writing and that consent is to be attached to the Publishers Contract.
- f) The Author can engage in publicity efforts and activities for the Work (e-book) only with the written permission of the Publisher, the consent of which needs to be put in writing and become attached to the Publishers Contract. The Author has to acknowledge the Publisher in all publicity efforts regarding the Work (e-book), as the exclusive provider of the Work (e-book) in all countries of the world.

6. COPYRIGHT

The Publisher, upon first publication of the Work, agrees duly to copyright it with the relevant authority in New Zealand in the name of the Author, and to take all necessary steps to protect the copyright under the Universal Copyright Convention. The Author shall, upon the termination of the first term, make timely application for renewal of copyright under the existing copyright law and, provided this agreement shall then be in force and effect, the Author agrees to assign to the Publisher, for the renewal term of the copyright, the rights herein granted to the Publisher.

7. EDITING AND PROOFREADING

The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for his approval. The Author agrees to return such proof to the Publisher with his corrections within thirty (30) days of the receipt thereof by him. The cost of alterations required by the Author, other than corrections of typesetting errors, in excess of fifteen percent (15%) of the original cost of composition, shall be charged against the earnings of the Author under this agreement or shall, at the option of the Publisher, be paid by the Author in cash; provided, however, that the Publisher shall upon request promptly furnish to the Author an itemized statement of such additional expenses, and shall make available at the Publisher's office the corrected proof for inspection by the Author or his representatives.

8. ROYALTIES AND LICENSES

The Publisher shall pay to the Author or his duly authorized representatives, the following advances and royalties;

- (a) A royalty of forty percent (40%) of the retail price thereof on all e-book copies of the Work sold less returns.
- (b) Fifty percent (60%) of the proceeds of any license granted to another Publisher to bring out a reprint e-book edition of the Work.
- (c) No royalties shall be payable of copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

The Author or his duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work and any other of the Author's works under contract to the Publisher. Such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

9. OVERPAYMENT

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

10. NOTIFICATION AND PAYMENT

The Publisher agrees promptly to advise the Author of the terms of any contracts entered into for any grant or license permitted under this agreement whenever the Author's share of the proceeds or royalty is one hundred dollars (NZ \$100.00) or more. Such contracts shall be made available by the Publisher to the Author or his representative at the office of the Publisher, and a copy thereof will be furnished the Author upon his written request. The Author's share of such proceeds or royalty shall be promptly paid to him upon receipt by the Publisher.

11. AUTHOR'S COPIES

The Author shall be permitted to purchase copies for his personal use at a discount of fifty percent (50%) of the retail price.

12. STATEMENTS AND PAYMENTS

The Publisher agrees to render semi-annual statements on July 31 and January 31 in each year following the publication hereof, showing an account of sales and all other payments due hereunder to June 31 and December 31 preceding said respective accounting dates. Payment then due shall accompany such statements.

13. REVERSION AND TERMINATION

(a) At any time after two years from the date of first publication, but not before, the Publisher may on three months' notice in writing to the Author or his representative discontinue publication, and in that event this agreement shall terminate and all rights hereunder shall revert to the Author at the expiration of said three (3) month period.

(b) If the Publisher shall, during the existence of this agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

(c) If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 14 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

(d) Upon the termination of this agreement for any cause under this Article or Article 14 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

14. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any

suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

15. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, and summaries of the Work, thereof, not to exceed two-hundred (200) words in length.

16. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

17. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the City of Auckland unless otherwise agreed by the parties. The Author may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

18. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

19. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

20. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

21. DOCUMENTS

If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to re-vest all such rights in the Author.

22. LAW

This agreement shall be construed in accordance with the laws of New Zealand.

23. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

24. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

25. APPROVAL

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket or cover design, including the text thereof, to be used in connection with the Work and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

X _____	X _____
AUTHOR	Witness for the Author

X _____	X _____
PUBLISHER	Witness for the Publisher

