



STANDARD DIGITAL PUBLISHING CONTRACT

FROM:

CODA BOOKS LIMITED, The Red Barn, Cutlers Farm Business Centre, Edstone, Wootton Wawen, Henley-in-Arden, Warwickshire B95 6DJ (*Publisher*)

TO: (BLOCK CAPITALS PLEASE)

NAME (#1)

ADDRESS

.....
.....

NAME (#2)

ADDRESS

.....
.....

(jointly and severally "author")

DATE:

RE:

.....(*Insert title*)

DEFINITIONS:

Territory – The world

Language – All languages

Term – Life of Copyright

Royalty - 20% of net receipts received by the publisher from exploitation of the rights in the title howsoever arising.

Platforms – Shall mean e book readers tablets computers and mobile phones and shall include any such devices now known or yet to be invented.

Product formats – softback hardback e books enhanced e books audiobooks aps film tv internet streaming and download in any format now known or yet to be invented.

1. (a) We have agreed on a royalty basis to publish text written and delivered by you for the above project (“the Project”) with regard to the book entitled:

.....

.....(the title)

and related products.
- (b) We shall pay you a royalty of 20% of net receipts (“the Royalty”) payable twice a year in June and December. Any royalties due to you will be paid by cheque 30 days after the end of each royalty accounting period.
- (c) Publisher undertakes to ensure that within 90 days of signature the book is made available through the following distribution channels-
 - (i) e-book – Amazon Store, I-Store, Barnes & Noble, WHSmith and such similar distribution channels at the publisher’s election
 - (ii) print on demand – Lightning Source

The Platforms shall be subject to standard business terms and the publisher shall not be liable for any failure to deliver any of the above distribution channels.
2. (a) In consideration of the Royalty payable to you, you subject to clause 3 below irrevocably assign to us with full title guarantee the copyright for the full period of copyright therein and thereafter so far as possible in perpetuity in the specific text supplied by you (subject to the terms herein including without limitation Clause 5 below) or created by you during the Term in respect of the Project.
- (b) You agree that we and parties authorised by us will have the exclusive right to adapt amend abridge and exploit the text throughout the world, for the full period of copyright therein and as far as possible thereafter in perpetuity by whatever means we may consider appropriate.
3. (a) To the extent required for the use and exploitation contemplated by Clause 2 above, you hereby waive any so-called “moral rights” which may exist in the text save for rights or paternity.
- (b) We shall, wherever practicable and in accordance with our normal business practices, provide a text credit on all items featuring the text, stating of the text

“Written by

.....insert name(s)”

but in the event that we inadvertently omit such credit your sole remedy shall be to notify us of this, following which we shall, where reasonably possible, rectify the omission.
- (c) We shall use our reasonable endeavours to ensure text supplied by you is not put to any derogatory use.
4. (a) You warrant that all text supplied by you shall be original and shall not infringe the rights of any third party.
- (b) In the event that you produce text in conjunction with a third party you will procure that such third party signs an assignment of any rights in the text to us on similar terms (but excluding any fee) as contained herein.
5. I confirm I have taken legal advice from a solicitor.
6. Where it comes to your attention that text supplied by you has been used by an unauthorised third party, you shall notify us immediately.

- 7. Please therefore confirm by signing below that the above applies for all items of text supplied or to be supplied by you in connection with the above project and that your obligations hereunder are joint and several.
- 8. We shall have the right to assign or license this agreement or any rights granted herein to any of our assignees licensees or to any associated or affiliated company.
- 9. This is a standard contract it may not be altered or adapted in any way. Coda Books Ltd will only be bound by the unaltered terms exactly as set out in this document.

Yours faithfully,

FOR AND ON BEHALF OF CODA BOOKS LIMITED

Signature..... Date

Print name

The above is confirmed and agreed.

AUTHOR #1

Signature..... Date

Print name

The above is confirmed and agreed.

AUTHOR #2

Signature..... Date

Print name

The above is confirmed and agreed.