

DATED

2015

SPIDERWIZE

PUBLISHING AGREEMENT



48 Broadway, Peterborough, PE1 1YW
Ref: AH/ARA/B009200/7

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THIS AGREEMENT is dated

2015

PARTIES

- (1) **SPIDERWIZE** of Remus House, Coltsfoot Drive, Woodston, Peterborough PE2 9BF (**Publisher**).
- (2) [NAME OF INDIVIDUAL] of [ADDRESS] (**Author**).

BACKGROUND

The Author wishes to engage the Publisher to publish the Work on the terms and conditions of the agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Audio Book: any sound recording of the Work in any format, whether existing or yet to be invented.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Copyright: all copyright and rights in the nature of copyright subsisting in the Work in any part of the world to which the Author is, or may become, entitled.

Effective Date: the date of this agreement.

Electronic Book: any visually-readable copy of the Work which is manufactured, stored, distributed, published or transmitted by any electronic means, method or device, whether existing or yet to be invented.

Payment Dates: 31 May and 30 November each calendar year.

Publishing Package: the publishing package selected by the Author comprising services to be provided by the Publisher as further detailed in Part 1 of Schedule 1.

Publisher's Net Receipts: the net amount received by the Publisher for the sale of copies of the Work after deducting trade discounts, costs associated with the creation of the Work (including print costs and proofing and legal clearance fees under clause 4.2 and clause 5, and VAT.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Work: the original literary work as set out in Part 2 of Schedule 1.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to any party includes that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This proviso does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. PUBLISHING SERVICES

- 2.1 In consideration for the payment of the Fee, the Publisher undertakes to perform the publishing services specified in the Publishing Package chosen by the Author and confirmed by the Publisher in writing.
- 2.2 The Publisher shall not be obliged to provide any services or Publishing Package until and unless it has confirmed its acceptance of the Author's instruction in writing.

3. FORM AND DELIVERY OF THE WORK

- 3.1 The Author agrees to deliver the Work to the Publisher in accordance with the details set out in Schedule 1 ensuring that any electronic copy of the Work does not contain any virus or other material likely to cause technological harm.
- 3.2 The Publisher shall not be responsible for any accidental loss of or damage to, the Work, including illustrations and other material, by fire or otherwise, while it is in its custody or in the course of production.
- 3.3 The Author shall provide the Publisher with suitable suggestions for the front cover of the Work, within one month of the date of this agreement.

4. EDITING AND APPROVAL OF THE WORK

- 4.1 The Publisher is under no obligation to accept an instruction to publish the Work until it has notified the Author in writing that the Work is in a form acceptable for publication (**Approval**).

- 4.2 The Author agrees that if, after Approval of the Work, the Publisher is advised or considers that changes should be made to the Work in order to minimise the likelihood of any legal liability arising from its publication, the Publisher shall be entitled to make such further changes and/or to require the Author to do so. The Publisher will have the right to select and engage a legal adviser at the Author's cost to review the Work to assess any potential liability that might arise from its publication.
- 4.3 The Author undertakes not to assert any rights under the Copyright, Designs and Patents Act 1988 to object to derogatory treatment of the Work as a consequence of the Publisher's changes to the Work arising from translation of it, corrections and edits for house style, removal of problematic material and other reasonable edits.

5. PROOF CORRECTIONS

- 5.1 If chosen as part of the Publishing Package, the Publisher shall provide production proofs of the Work to the Author, who must review them, make corrections to them as appropriate, and return them to the Publisher within 14 days of receipt. If the Author fails to do so, the Publisher shall be entitled without further notification to the Author to treat such proofs as final. If it subsequently transpires that corrections need to be made to the proofs that are returned by the Author or treated by the Publisher as final failing such return, these shall be made at the Author's cost. Such costs shall be invoiced to the Author and paid within 30 days of invoice or the Publisher shall be entitled to offset such costs against the Author's royalty account.
- 5.2 Unless otherwise included as part of the chosen Publishing Package:
- 5.2.1 the Author shall be responsible for checking the accuracy of any Work submitted and for checking the accuracy of any proof which may be submitted by the Author to the Publisher in respect of the Work. The Publisher shall not be liable to the Author for any errors or inconsistency in the Work; and
- 5.2.2 the Publisher does not undertake to review the contents of the Work and any such review of and acceptance by the Publisher shall not be deemed to constitute a confirmation by the Publisher that the Work is provided in accordance with the terms of this agreement nor shall it constitute a waiver of the Publisher's rights hereunder.
- 5.3 The Publisher reserves the right at its entire discretion and without notice to the Author at any time to:
- 5.3.1 reject the Work;
- 5.3.2 decline to publish the Work;
- 5.3.3 charge the Author for any extra production and colour processing costs because of any omission by the Author to supply the Work in the form specified under this agreement;

- 5.3.4 charge the Author in any event where the Author fails to supply artwork, film, copy or other materials; and
- 5.3.5 destroy all works which have been in its possession for more than 6 months from the date of their last use by the Publisher unless written instructions have been received from the Author to the contrary.

6. ROYALTIES

- 6.1 The Publisher shall pay to the Author royalties on sales of the Work sold by the Publisher on behalf of the Author at a rate of 50% of the Royalty Amount. The **Royalty Amount** shall be calculated as to:

RRP of the Work – 25% wholesaler discount – the amount of the Publisher’s Net Receipts = Royalty Amount.

- 6.2 The remaining 50% of the Royalty Amount shall be payable to and belong to the Publisher.
- 6.3 Where the Work is included as part of a collection of Works (an **omnibus edition**), the royalty shall be calculated by calculating that proportion of the omnibus edition represented by the Work (on the basis of the number of words contained) and the appropriate portion of the royalty will be paid to the Author.
- 6.4 All sums due to the Author under this agreement are exclusive of VAT. Unless and until the Author has supplied any applicable VAT registration number, the Publisher shall be under no obligation to pay VAT on any amounts payable under this agreement.
- 6.5 All royalties and other sums payable under this agreement shall be paid subject to deductions and withholdings required by law.
- 6.6 Royalties and any other sums payable under this agreement shall be paid in sterling to the credit of a bank account to be designated in writing by the Author.
- 6.7 The Publisher shall have no liability to account to the Author for royalties unless and until:
- 6.7.1 the Publisher has received payment for the relevant copies or (as applicable) licence fees; and
- 6.7.2 the amount of royalties due and payable exceeds £10.
- 6.8 Royalties payable under this agreement shall be paid on or before each Payment Date in respect of sales made during the six months preceding the previous Payment Date. The Publisher shall not be liable for any losses caused by exchange rate fluctuations or by any failure to remit or convert funds to the UK at a particular time or at a more favourable rate of exchange than actually used.
- 6.9 The Publisher shall be entitled to suspend payment of any royalties if it becomes aware of any complaint or claim relating to the Work, until such complaint or claim has been settled to the satisfaction of the Publisher and its insurer.

- 6.10 The Author acknowledges that no royalties will be payable on copies of the published Work:
- 6.10.1 presented to any person, including the Author and the press, free of charge;
 - 6.10.2 destroyed in circumstances beyond the Publisher's control;
 - 6.10.3 confiscated by reason of any lawful authority; or
 - 6.10.4 purchased by the Author.

7. SUBSIDIARY RIGHTS

The Author agrees that the Publisher may exercise all or any of the rights listed in Schedule 2. The Publisher shall have absolute discretion to agree the terms of any sub-licences of such rights to third parties.

8. LICENCE AND RESERVATION OF RIGHTS IN THE WORK

- 8.1 The Author retains all copyright and other rights in the Work and, subject to clause 8.2, hereby grants to the Publisher the exclusive right to publish and sell the Work in whole, partial or adapted form, and to license others to do so, in the English language in all existing and future media and formats.
- 8.2 The Author agrees not to exercise any of its rights in such a way as to adversely affect the Publisher's ability to take the full benefit of this agreement.
- 8.3 The Author agrees not to license or instruct any other third party to supply or publish the Work during the Term of this agreement.

9. THIRD-PARTY MATERIAL

- 9.1 The Author shall obtain in writing all consents necessary for the reproduction of any material in which a third-party right subsists, including quotations, photographs and illustrations, in all editions of the Work in the Territory for the full term of this agreement, and shall provide to the Publisher on demand the original copies of such consents for inspection or (at the Publisher's option) photocopies of such consents.
- 9.2 The Author shall indemnify and hold the Publisher harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with any breach of this clause 9 by the Author (whether deliberate or negligent).

10. PRODUCTION AND PROMOTION

- 10.1 The Publisher shall publish the Work within three months of Approval unless prevented from doing so by events outside its control. All matters relating to production and publication shall be at the discretion of the Publisher.

- 10.2 The Publisher shall be entitled to use the name and likeness of the Author for the purpose of promoting sales of the Work.
- 10.3 The Author grants the Publisher the non-exclusive right to:
- 10.3.1 copy and to communicate to the public portions from the Work on the Publisher's website and through any partner websites for the purposes of marketing the Work; and
- 10.3.2 create, issue and make available to the public Audio and Electronic Book versions of the Work.
- 10.4 The Author grants to the Publisher the right to use the Author's name, likeness and biography for the purposes of promoting and publishing the Work.
- 10.5 The Publisher shall provide to the Author free of charge (including carriage costs) such number of copies of the first published edition of the Work as specified in the Publishing Package chosen by the Author and as further detailed in Part 1 of Schedule 1.
- 10.6 The Publisher shall consult with the Author at least until conclusion of first proof stage, over the content and form of the Work. However, the Publisher shall have complete control over the publication of the Work; including the choice of paper, printing, binding, dust jacket and embellishments and the manner and extent of promotion and advertising.
- 10.7 The price of the published Work shall be agreed between Author and Publisher.

11. AUTHOR'S WARRANTIES

The Author warrants that:

- 11.1 the Work will be the Author's original work and will not be copied wholly or substantially from any other work or material or any other source;
- 11.2 the Author will be the sole creator of the Work and the legal and beneficial owner of all rights in the Work;
- 11.3 the Author is a qualifying person under section 154 of the Copyright, Designs and Patents Act 1988;
- 11.4 the Author has not assigned or licensed and will not during the term of this agreement purport to assign or license any of the rights granted to the Publisher under this agreement;
- 11.5 the rights granted by this agreement are free from any security interest, option, mortgage, charge or lien;
- 11.6 as far as the Author is aware, the exploitation of the rights granted by this agreement has not infringed, and will not infringe, the rights of any third party;

- 11.7 the Work will contain nothing that is defamatory or obscene, or unlawful in any other way; and
- 11.8 it shall ensure or procure that the Work does not resemble any editorial content of the Publisher or otherwise in any way.

12. FEES AND PAYMENT

- 12.1 In consideration for the Publisher providing the Publishing Package, the Author undertakes to pay to the Publisher the Fees.
- 12.2 The Fees shall be payable by the Author to the Publisher as to 50% on order and remaining 50% on final approval.
- 12.3 The Author undertakes to pay to the Publisher on demand and in any event within 28 days of receiving a request to do so, the Distribution Cost. If the Author fails to pay the Distribution Cost within 28 days of receiving a request to do so, the Publisher shall be entitled to suspend the provision of the Publishing Package. If such non-payment extends beyond six weeks, the Publisher shall be entitled to treat this agreement as terminated.
- 12.4 The Publisher reserves the right to cancel or postpone the publication of the Work if the Fees are not paid in full on or before the due date for payment or at any other date as may be agreed between the parties from time to time.
- 12.5 All Fees are exclusive of VAT which shall be added if applicable to the Publisher's invoices at the appropriate rate and shall be payable in addition to the Fees by the Author.
- 12.6 If the Author fails to pay any amount payable by it under this agreement:
- 12.6.1 the Publisher shall be entitled, to charge the Author interest on the overdue amount. Such interest shall be payable by the Author forthwith on demand, from the due date for payment up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of the Publisher's bankers. Such interest shall accrue on a daily basis and be compounded quarterly. The Publisher reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 12.6.2 the Author will be responsible for all expenses (including legal fees) incurred by the Publisher in collecting such amounts.

13. SALES STATISTICS

The Author expressly acknowledges that the Publisher

- 13.1 has not made any guarantees with respect to sales volumes in respect of the Work; and

13.2 makes no representations or warranties given under clause 13.1 with respect to such sales volumes and shall not be liable for any claims by the Author or any other third party in respect thereof.

14. INDEMNITY

14.1 The Author shall indemnify and hold the Publisher harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with:

14.1.1 any breach of the warranties in clause 11 above; and

14.1.2 any breach by the Author of any term of this agreement.

At the request of the Publisher and at the Author's own expense, it shall provide all reasonable assistance to enable the Publisher to resist any claim, action or proceedings brought against the Publisher as a consequence of that breach.

14.2 This indemnity shall apply whether or not the Publisher has been negligent or at fault.

14.3 If a payment due from the Author under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Publisher shall be entitled to receive from the Author such amounts as shall ensure that the net receipt, after tax, to the Publisher in respect of the payment is the same as it would have been were the payment not subject to tax.

14.4 The Author shall pay to the Publisher interest on overdue sums under this clause at 3% above the base rate of the Bank of England from time to time.

15. COPYRIGHT NOTICE AND INFRINGEMENT

15.1 The Publisher shall have a duty to notify the Author of any infringement or suspected infringement of the Copyright but shall have absolute discretion in addressing any such infringement which is likely to affect the Publisher's rights under this agreement, including issuing and conducting proceedings against the suspected infringer(s).

15.2 The Author agrees to be joined in as a party to any proceedings described in clause 15.1 and the Publisher hereby indemnifies the Author against all liability for reasonable costs and expenses arising from the Author's participation in such proceedings.

15.3 The balance of any award of profits or damages received by the Publisher in connection with any proceedings described in clause 15.1 shall be divided equally between the Author and the Publisher, after deduction of the Publisher's costs and expenses incurred in the preparation and conduct of such proceedings.

15.4 If the Work contains extracts of textual or illustrative material from other copyright works, the Author shall obtain and bear the expense of obtaining written permission

to reproduce such extracts in the Work for the purpose of publication under this agreement and such written permissions shall be submitted with the Work to the Publisher.

15.5 The Author is reasonable for notifying the Publisher if there are to be any required third party credits to be included in the Work. The Publisher shall have no liability to the Author or any third party for failure to include any third party credits in the Work.

15.6 The Publisher shall ensure that every copy of the Work published by it a notice in the following form:

15.6.1 "All Rights Reserved. Copyright © [NAME OF AUTHOR] 2015 (being the year of first publication); and

15.6.2 notice an assertion of the Author's moral right to be identified as the author of the Work, in the form: "The right of [AUTHOR NAME] to be identified as the author of this work has been asserted in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988".

16. ASSIGNMENT AND OTHER DEALINGS

16.1 The Author shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Author.

16.2 The Author shall at the Publisher's request execute any agreements or other instruments (including any supplement or amendment to this agreement) which may be required in order to give effect to or perfect any assignment, mortgage, charge or other dealing referred to in clause 16.1.

17. COMMENCEMENT AND DURATION

This agreement shall commence on the Effective Date and shall continue until terminated earlier in accordance with clause 18.

18. TERMINATION

18.1 Without affecting any other right or remedy available to it, the Publisher may terminate this agreement with immediate effect by giving written notice to the Author if:

18.1.1 the Author commits a material breach of this agreement and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing of the breach;

18.1.2 the Author is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

18.1.3 the Author commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

- 18.1.4 the Author is the subject of a bankruptcy petition or order;
 - 18.1.5 a creditor or encumbrancer of the Author attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 18.1.6 the Author fails to pay any amount due under this agreement on the due date for payment;
 - 18.1.7 a person becomes entitled to appoint a receiver over the assets of the Author or a receiver is appointed over the assets of the Author; or
 - 18.1.8 the Author dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 18.2 Either party may terminate this agreement by giving to the other not less than two months prior written notice.

19. CONSEQUENCES OF TERMINATION

- 19.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:
- 19.1.1 all outstanding sums payable by the Author to the Publisher shall become immediately due and payable, subject to the offset of any monies owed by the Publisher to the Author under the terms of this agreement;
 - 19.1.2 the Author shall be obliged to honour the terms of any continuing sub-licences for the remaining duration of their terms;
 - 19.1.3 the Publisher shall cease to make any use of the Copyright; and
 - 19.1.4 the Author shall return promptly to the Publisher at the Author's expense all records and copies of any information of a confidential nature communicated to it by the Publisher, either preparatory to, or as a result of, this agreement, to the extent such material remains confidential.
- 19.2 The expiry or termination of this agreement for any reason shall not affect any provision of this agreement which is expressed to survive or operate in the event of expiry or termination (including clause 11) and shall be without prejudice to the provisions of this clause 19 and to any rights of either party which may have accrued by, at or up to the date of such expiry or termination.

20. CONFIDENTIALITY

- 20.1 The Author undertakes that he shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Publisher except as permitted by clause 20.2.

- 20.2 The Author may disclose the Publisher's confidential information:
- 20.2.1 to his representatives or advisers who need to know such information for the purposes of ensuring that the Author's obligations under this agreement are fulfilled. The Author shall ensure that any representatives or advisers to whom he discloses the Publisher's confidential information comply with terms similar to those of this clause 20; and
- 20.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 20.3 The Author shall not use the Publisher's confidential information for any purpose other than to perform his obligations under this agreement.

21. SET-OFF

The Publisher may at any time set off any liability of the Author to the Publisher against any liability of Publisher to the Author, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Publisher may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Publisher of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

22. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

23. REMEDIES

The Author acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Publisher. Accordingly, the Publisher shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

24. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

25. ENTIRE AGREEMENT

- 25.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

- 25.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

26. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27. SEVERANCE

- 27.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 27.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. COUNTERPARTS

- 28.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

- 28.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 28.3 No counterpart shall be effective until each party has executed at least one counterpart.

29. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

30. NO PARTNERSHIP OR AGENCY

- 30.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 30.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

31. MEDIATION

- 31.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the other party requesting a mediation. A copy of the request should be sent to CEDR.
- 31.2 The mediation will start not later than 14 days after the date of the ADR notice.

32. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the Publisher may terminate this agreement by giving seven days' written notice to the Author.

33. NOTICE

- 33.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 33.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 33.1.2 sent by fax to its main fax number.
- 33.2 Any notice shall be deemed to have been received:
- 33.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 33.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - 33.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

33.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

34. GOVERNING LAW AND JURISDICTION

34.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

34.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

EXECUTED as a Deed by the above named)
SPIDERWIZE acting by way of)
 , an authorised)
Signatory in the presence of:)

.....
Authorised Signatory

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED by the above named)
[AUTHOR NAME])
in the presence of:)

.....

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Schedule 1

Part 1. Publishing Package

[INSERT DETAILS OF PUBLICATION PACKAGE AND WHAT IS AND IS NOT INCLUDED]

[INSERT ANY DELIVERY DEADLINES AND ELECTRONIC FORMAT REQUIREMENTS].

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