
PUBLISHING AGREEMENT for Print-on-Demand

This Publishing Agreement is entered into between _____
(Author), with address _____, and

CanisTrigger Publishing (Publisher), with its principal offices at Södra Esplanaden 22,
275 75 LÖVESTAD, Sweden

This Agreement together with its appendices covers the parties' respective obligations with respect to the publishing of Author's book (the Work), including the formatting and proof reading and design of the book cover. Author has chosen the _____ publishing package, see Appendix 1, and the _____ as cover template, see Appendix 2.

All prices mentioned in this Agreement and its appendices are in Swedish kronor (SEK) and excluding VAT.

1. The Grant

Publisher is under the terms and conditions of this Agreement granted an exclusive worldwide licence to publish the Work through Print-on-Demand. This licence includes the right to copy, reproduce, edit, adapt and print and/or publish or procure the print and publication of the Work or any part of it in any form (including electronic form) as well as the right to use and allow others to use your name (including any professional names), likeness and biography together with the Work and Materials in connection with promotion or exploitation of the Work and the promotion of Publisher's services in general at Publisher's sole discretion.

2. Copyright and Ownership of the Work

Author retains full ownership to the Work including but not limited to copyrights, trademarks and derivative rights (Intellectual Property) as well as all title and interest in and to the Book

and its contents. All intellectual property (Background IPR) embodied in the Work and/or Material created or controlled by Author shall be retained by Author.

Publisher retains the Intellectual Property created by Publisher (e.g. cover design) during and in connection with the licence including but not limited to cover artwork, electronic files and the typographical arrangement in published editions.

For the sake of clarity, if Publisher ceases to publish the Work, Author shall not be entitled to use any material in which Publisher owns the Intellectual Property without Publisher's prior written consent.

3. Author's Warranties

Author represents and warrants to Publisher that it is the

- (i) Author is the sole owner of the Work and has the full power, authority, and right to enter into this Agreement;
- (ii) This Agreement does not conflict with any arrangements, understandings, or agreements between Author and any other person or entity;
- (iii) The Work is not in the public domain and is entirely original except for portions thereof for which legally effective written licences or permissions have been secured (third party intellectual property);
- (iv) The Work and all rights therein are free of liens, claims, interests, or rights in others of any kind;
- (v) The Work as submitted, and its publication by Publisher, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation, copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons;
- (vi) The Work is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the Work are not and will not be injurious to any reader, user, or third person;
- (vii) All information in the submission package is accurate.

Author assumes the complete and whole responsibility for the content of the Work. Author agrees to deliver any necessary written permission at his/her own expense to Publisher at Publisher's request.

4. Indemnification

Author undertakes to indemnify and hold harmless Publisher of any liability, directly or indirectly which are connected to the warranties and representations made by Author in this Agreement. Publisher will give Author prompt notice of all such claim, provide reasonable cooperation in the investigation and defence, and permit Author, at his/hers own expense, to defend the claim with the legal counsel of its choosing and who is reasonably satisfactory to Publisher.

5. Manuscript File Format for Submission

Author must submit all manuscripts electronically via email or on CD-ROM and as part of 1 (one) file (e.g. all chapters of Book and any front matter must be a part of one document). Microsoft Word is the preferred software, but Microsoft Works (.wps) is also accepted. Publisher will not accept manuscripts that are not in compliance with the "Manuscript Submission Guidelines", [Appendix 3](#).

6. Risk and Insurance for the Work

All Work and Materials is submitted at the risk of Author. Author acknowledge that Author shall at its own expense effect and maintain such policy or policies of insurance as may be necessary to cover loss or damage to the Work or Materials.

7. Cover Design

Publisher will design a professional book cover for the Work by laying out the spine, front, and back cover text. Publisher will use either royalty-free artwork of its own acquisition or use acceptable artwork from the Author to create a book cover for the Work. Author has the opportunity to select a cover template from a list, [Appendix 2](#). The Publisher's name and logo will be affixed on the cover as well.

Author may provide Publisher with any photo(s)/image(s) (300 dpi or higher) that Author wants included in the design prior to Publisher has commenced the design process.

If Author has any photos or other artwork to be used on the cover, Author warrants that he/she has the unlimited right, title, and interest in said photos or artwork to place said photos/artwork on the cover of the Work.

Once the book cover concept is complete, it will be emailed to Author for acceptance. Author shall have the opportunity to make suggestions for the cover revision. The cover designer shall make up to three (3) rounds of revisions of the chosen cover concept until Author approves one of the revised covers. Each round of revisions may take up to five (5) business days. The cover designer will also lay out the rest of the cover, including the spine and the back. Author acknowledges that the final layout of the book cover cannot be completed until the interior book layout is completed, since spine design is dependent on interior design and its respective final page count.

After Author approves the electronic proof of the final cover design, and/or after the third round of revisions of the chosen cover concept, any further changes to the cover design, before Author approves the physical proof copy of the Book, will cost 400.00 SEK (four hundred Swedish kronor) per hour. Such changes can take 5–10 (five to ten) business days.

8. Proof Copy

Publisher will provide Author with a free electronic/digital proof copy in PDF format.

After Author approves the electronic proofs of the final interior layout, final front cover, back cover, and spine, Publisher will produce one (1) physical proof of the Book for final approval. Initial set-up fees are paid by Publisher. Author acknowledges it is his/her responsibility to carefully check all Book details, pages, and cover elements for errors or omissions. Author acknowledges the Author must pay 500.00 SEK (five hundred Swedish kronor) per file in re-submission fee for any further changes to the cover file or interior file once the file is submitted to the printer for printing set-up. In addition to the re-submission fee, any changes Author requests to cover or interior files will be billed at 500.00 SEK (five hundred Swedish kronor) per hour, with a 500.00 SEK (five hundred Swedish kronor) minimum charge per file. Any additional (i.e. beyond the initial proof sent) physical proof copies requested by Author must be paid for by Author. The cost of an additional physical proof copy is 300.00 SEK (three hundred Swedish kronor), excluding costs for postage which the Author will pay as well.

9. ISBN Number etc.

Publisher shall provide an ISBN and EAN Barcode and shall affix both in the appropriate places on the Book. The ISBN only identifies the name and contact information of Publisher.

Should Author or Publisher terminate this Agreement, Author must remove Publisher's ISBN and EAN barcode from any future copies of the Book Author publishes.

10. Publication Timeline

Author acknowledges that the timeline is approximate and not legally binding for Publisher, but that best efforts are made by both parties. If a delay should occur, each party will inform the other of the issue as soon as possible. This is also applicable to any need for additional time to complete a task.

Publisher will review the materials and instructions provided by Author. If any technical problems that may affect our ability to publish the book are encountered, or if Publisher finds any missing information necessary to complete the Work, Author will be contacted. This initial review takes approximately one (1) week.

The Publisher's work with reading, formatting and editing the manuscript will depend on the length of the manuscript. An exact timeframe cannot be given, although the publishing process can take between 30 to 90 days.

The date of publication shall be within 20 (twenty) business days of the Final Approval Date. The Final Approval Date is the day on which Author approves the physical proof copy.

Under no circumstances shall Publisher be responsible for delays caused by circumstances beyond its control, including delays caused by Author in revising manuscripts, responding to Publisher's requests, making cover changes, or reviewing proofs. Author acknowledges that much of the publishing process time frame and ultimate publication date are dependent upon Author's timely completion of the required steps of the publishing process.

11. Pricing, Marketing and Listing of Book for Sale with Online Retailers

The suggested retail price of the Work shall be finally established by Publisher.

The work will be listed on Publisher's website (www.canistriggerpublishing.com) free of charge, including the option for the buyer to purchase the Work directly from the Publisher. The currency for such purchase will be SEK.

Publisher shall ensure that Author's Book is available for sale on Amazon US, Amazon Canada, Amazon UK, Amazon Italy, Amazon France, Amazon Germany, Amazon Japan, Barnes & Noble, Book Depository (UK), and adlibris.com (Sweden, Finland, Denmark, and Norway). The Author understands that the currency will differ depending on where the Work is sold.

Book details will be taken directly from the information provided on the Book's back cover. If Author wants other information to be used instead of information from the Book's back cover, Author must notify Publisher in writing and provide the substitute text before the Book is submitted to the printer (prior to Author's approval of the electronic proofs).

The Publisher will not in any way be liable for delays, errors, non-compliance of such distributors, suppliers, e-retailers, etc.

12. Fee for Listing

During the term of this Agreement, Author shall pay Publisher an annual fee of 400.00 SEK (four hundred Swedish kronor) paid to keep the Book listed in the distributor's database and further keep its worldwide distribution in place. Author agrees to have a valid credit card on file that Publisher can charge this 400.00 SEK (four hundred Swedish kronor) fee annually without written approval from Author.

13. Royalties

The Author shall be entitled to royalty of forty (40) per cent of the net revenue of the retail sales of your books. Books purchased by Author will not be subject to royalty.

Net revenue is defined as the revenue of the agreed retail price with the wholesale discount and printing costs deducted.

The Publisher will pay royalties (when retail sales has occurred) 90 days in arrears. The first royalty payment will not take place earlier than six (6) months after the Work has been published.

14. Author's Book Orders

Author may purchase copies for private sales. Publisher will supply the copies and charge Author the printing costs plus twenty-five (25) per cent of the retail cover price plus shipping/handling costs.

Author is entitled to five (5) extra copies of its book free of charge (except shipping costs) when placing the initial book order. Author recognises that once a Print-on-Demand order has been placed it cannot be cancelled.

15. Miscellaneous

For sake of clarity, Author acknowledges that Publisher provides no guarantee of the level of sales of the Work and shall have no liability for the same. Publisher makes no promises that any of its products or services will result in the sales of a minimum number of copies of Author's Work. Author acknowledges that Publisher has no final control over the purchasing decisions of book buyers and is not liable to Author or any other party if sales of the Book do not meet Author's expectations.

16. Termination

This Agreement shall continue until either party terminates it in accordance to the terms of this Agreement.

Either party may terminate this Agreement by giving the other party forty-five (45) days written notice. Publisher shall within fifteen (15) days of the termination of this Agreement by any party return all of Author's Intellectual Property.

Publisher may immediately terminate this Agreement:

- if Author is in breach of any of above representations and warranties. The Publisher is entitled to retain a 790.00 SEK (seven hundred and ninety Swedish kronor) fee to defray setup costs
- if Author refuses to pay Publisher within ten (10) days of receiving an invoice from Publisher, any amount due which Author owes Publisher as a result of this Agreement.

Author may immediately terminate this Agreement prior to the commencement of the publishing process. Notice of the termination may be provided via email or certified mail. The Author will then receive a refund of the monies paid minus an administrative cancellation fee of 500.00 SEK (five hundred Swedish kronor). The publishing process is commenced when Author submits the manuscript to Publisher. The refund will be paid within ten (ten) business days of termination. After the commencement of the process, Author is not entitled to any refunds.

17. Assignment

Neither party may wholly or partly assign or pledge its rights or obligations under this Agreement to any third party without prior written consent of the other Party.

18. Force Majeure

The parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the control of the parties, such as war, warlike hostilities, mobilization or general military call-up, civil war, fire, flood or other circumstances of similar importance.

The party desiring to invoke an event of force majeure shall give immediate notice to the other party of the commencement and the cessation of such event of force majeure, failing which the party shall not be discharged from liability for any non-performance caused by such event of force majeure.

Both parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance of this Agreement caused by an event of force majeure.

19. Entire Agreement

This Agreement together with its Appendices constitutes the entire agreement between the parties concerning the subject matter hereof. Any waivers, modifications or amendments must be in writing and duly signed by both parties to be binding. In the event of a conflict

between the terms of this agreement and its appendices, the terms of this Agreement shall take precedence.

20. Applicable law

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

21. Disputes

The parties agree that any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be submitted to the jurisdiction of the courts of Sweden. Malmö tingsrätt shall be first instance.

This Agreement has been executed in two copies of which the parties have taken one each.

Place:

Place:

Date:

Date:

For CanisTrigger Publishing: Rosaria Trenta

The Author: