

AUTHOR PUBLISHING AGREEMENT

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Parties

This is a Publishing Agreement between the author ("AUTHOR") and Dalriada Books, Ltd., a Limited Liability Company registered in England and Wales, with its principal offices at 78 Warner Street, Derby, Derbyshire, DE22 3TS ("PUBLISHER") on this the _____ day of _____, 2007 for the WORK submitted after acceptance of this Agreement and listed in the submission documents (the "WORK").

License to Publish

AUTHOR grants to the PUBLISHER a non-exclusive, worldwide license to publish the WORK in print and in all electronic media and all electronic formats, in whole or in part, throughout the world. The PUBLISHER may subcontract all or parts of its services to other divisions and subsidiaries of the PUBLISHER or other independent companies as long as all the commitments to the AUTHOR are held whole.

Term

This agreement is non-exclusive and either party may terminate this agreement at any time on delivering 30 days written notice without any necessary cause provided only that all outstanding compensation becomes the respective party's debt and pre-existing payment obligations remain on both parties.

Sign Up Fee

AUTHOR shall pay PUBLISHER a one-time sign up fee as reflected in the submission documents. The sign up fee shall NOT be refundable to AUTHOR; except in the event PUBLISHER chooses not to publish the WORK. The submission documents contain several optional services. AUTHOR shall pay for those services or products selected by AUTHOR on the submission documents. The amount paid for any optional services shall NOT be refundable to AUTHOR; except in the event PUBLISHER chooses not to publish the WORK. If the AUTHOR purchases an optional service, and prior to any work commencing on such service, decides they do not want the service, the AUTHOR will be issued a credit for the amount paid, which credit can ONLY be used for the purchase of other goods and services from PUBLISHER.

With regard to any books pre-ordered (ordered before the WORK is print ready) by the AUTHOR, the amount paid for such a book pre-order shall ONLY be refundable prior to the WORK being "print ready", as that term is defined in the submission documents. After the WORK is print ready, but prior to the commencement of any printing, if the AUTHOR decides he does not want the pre-ordered books, the AUTHOR will ONLY be issued a credit for the amount paid.

Print Royalties

On all sales of printed copies of the WORK, the PUBLISHER will pay the AUTHOR a royalty as indicated on PUBLISHER'S website, or the submission documents. Shipping and handling costs are not included in the retail price of books and will be separately charged to the customer by PUBLISHER, and on which no royalties will be paid.

Royalty Payments

PUBLISHER shall inform AUTHOR of royalties earned, on a monthly basis, by the thirtieth day following the end of each month in which the AUTHOR earns a royalty. PUBLISHER shall pay AUTHOR royalties earned, every 60 days, by the thirtieth day following the end of the second month in which the AUTHOR earns a royalty. If by the end of 60 days, the amount of royalties does not exceed £ 25, the royalty payment will be carried on to the next 60 day cycle and payment will be made at such time as the amount of royalty earned exceeds £ 25.

Submission Guidelines and Payments

AUTHOR shall follow all the submissions procedures and payment requirements as set forth in PUBLISHER'S Web site, the sign up Web pages, and the submission documents. The PUBLISHER will not be responsible for loss of or damage to materials submitted by the AUTHOR including manuscripts, diskettes, CDs, artwork and photographs.

Submission Acceptance

PUBLISHER reserves the right, in its sole discretion, not to accept a submission upon receipt. If this is the case, the PUBLISHER will return the AUTHOR submission package and refund the AUTHOR submission payment.

Publication

PUBLISHER intends to market the WORK on its web site, and make the WORK available for print-on-demand distribution in its various channels after receipt of all required materials relating to the WORK. PUBLISHER shall not be liable for any damages in the event of any delay in publication or production of the WORK.

Publication Format

Provided that formats and pricing remains within existing terms and guidelines as set forth on PUBLISHER'S website, the AUTHOR shall have discretion as to price, appearance and formats of the WORK. The print files created by the PUBLISHER remain the sole property of the AUTHOR. PUBLISHER does not retain the source files given by the AUTHOR after creation of print files, and recommends that the AUTHOR retain copies of the source files.

Copyright and Title Registration

The AUTHOR at all times retains whatever copyright and other publishing rights possessed by the AUTHOR at the time this agreement is signed.

Publicity

From time to time, the PUBLISHER may post and publish pertinent information regarding AUTHOR or WORK. The information may include elements of the title submission package, such as the author biographical sketch and description of the WORK. The PUBLISHER may also post additional information that will help promote the AUTHOR or WORK. The AUTHOR will also allow the PUBLISHER to distribute promotional copies of the WORK free of charge and free of royalties to the AUTHOR as the PUBLISHER

deems necessary, providing this is at no cost to the AUTHOR. If the AUTHOR opts for the creation of a website, the PUBLISHER does not warrant the website will be constantly uninterrupted or error-free. The PUBLISHER agrees however to use due diligence and reasonable care in maintaining said website

Author Warranties

AUTHOR represents and warrants the following to the PUBLISHER: (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 the 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 licenses or permissions have been secured; (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 the 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.

Indemnification

AUTHOR agrees to fully indemnify, defend and hold harmless the PUBLISHER and its AFFILIATES from and against any losses, lost profits, damages, liabilities, judgements, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER or its licensees. All warranties and indemnifications made by the AUTHOR herein shall survive termination of this Agreement or any license hereunder. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom PUBLISHER extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived therefrom.

General Provisions

This Agreement shall be governed by the laws of England and Wales, and the parties agree to use binding arbitration in England to resolve any irreconcilable dispute between the parties. This Agreement may be modified by the PUBLISHER giving 30 days notice to the AUTHOR of the proposed change. If the AUTHOR does not agree that such change is in the best interest of all parties, the AUTHOR may promptly terminate this Agreement.

I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND I UNDERSTAND, AND AGREE TO, EACH OF SUCH PROVISIONS.

Print AUTHOR Name: _____

AUTHOR Signature: _____

AUTHOR Address: _____

AUTHOR Tel: _____

AUTHOR Email: _____

Signed for the PUBLISHER (Dalriada Books Ltd): _____, by

please indicate which services you require: