

**ELECTRONIC PUBLISHING AGREEMENT**  
**including an exclusive license**  
**(Author - Electronic Publisher)**

**01 BETWEEN:** .....  
.....  
.....  
(hereinafter referred to as the "Author")

**02 AND:** .....  
.....  
.....  
(hereinafter referred to as the "Electronic Publisher")  
(the Author and the Electronic Publisher hereinafter collectively referred to as the "Parties")

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**PREAMBLE**

WHEREAS the Author declares owning full copyright for the literary work entitled "....."  
(henceforth referred to as the "work");

WHEREAS the Electronic Publisher wishes to create and market an enriched digital version of the work;

WHEREAS the Author has agreed to grant to the Electronic Publisher the exclusive right to create and market an enriched digital version of the work, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**2.00 OBJECT**

**03 2.01 Rights Granted**

On the express condition that the Electronic Publisher observes, respects and conforms to each and every provision of this Agreement, the Author grants the Electronic Publisher the

Author	Electr. Publisher

exclusive right to create and market for all countries an enriched digital version of the work (henceforth referred to as the "digital work"), in the ..... language(s).

**O4 2.02 Term of the Exclusive Right**

This exclusive right shall be effective as of the signing of this Agreement until the expiry of a period of ..... (.....) years following the first (1st) day the digital work is offered for sale.

**2.03 Expiry of the Exclusive Right**

At the expiry of the period mentioned in Article 2.02 of this Agreement, the Electronic Publisher shall lose the exclusive right granted by virtue of this Agreement, but may continue to offer for sale the digital version prepared by him. For his part, the Author may not, under any circumstance, offer for sale or allow a third party to offer for sale the digital version prepared by the Electronic Publisher, who retains all of his rights therein. However, the Author may if he so desires create another digital version at his own expense and market it and the Electronic Publisher shall not object nor claim any royalties, subject to Article 4.06 of this Agreement.

**3.00 CONSIDERATION**

**O5 3.01 Royalties**

In consideration of the exclusive license granted herein, the Electronic Publisher shall pay the Author royalties of ..... percent (.....%) of the retail sale price (before taxes) of each copy of the work sold, in whatever language. All of the above-mentioned royalties shall henceforth collectively be referred to as the "royalties".

**O6 3.02 Minimum Number of Copies**

The Electronic Publisher shall sell a minimum of ..... (.....) copies of the digital work during the period mentioned in Article 2.02 of this Agreement. Should this minimum number not be attained, the Electronic Publisher shall nevertheless pay the Author the royalties normally payable for this minimum number of copies. For purposes of calculating the amount of such royalties, the retail sale price of the unsold copies (that is, the difference between the minimum number of copies and the number of copies sold) is indicated in Article 4.08 of this Agreement.

**3.03 Launching and Volume Discounts**

If one or more copies of the digital work on which royalties are normally payable to the Author by virtue of this Agreement are sold at a lower unit price, but such unit price is nevertheless higher than the price indicated in Article 4.08 of this Agreement, because of launching or volume discounts given by the Electronic Publisher, the latter shall pay the Author the applicable royalties, calculated on the basis of this lower unit price. Should the unit sale price established by the Electronic Publisher be less than the price indicated in Article 4.08, the Electronic Publisher shall pay the Author the applicable royalties based on the price indicated in Article 4.08, which constitutes a minimum.

**3.04 Credits and Reimbursements**

Should the Electronic Publisher credit or reimburse a client the total sale price for a copy of the work on which royalties are normally payable to the Author pursuant to this Agreement, no royalties shall be paid to the Author as regards said copy.

Author	Elect.Publisher