

The Author agrees to payment as follows: Package Price: \$ _____ Total Amount: \$ _____

Payment Enclosed: Personal Check Bank Draft Visa MasterCard Amex Wire transfer

Credit card number: _____ Expiry date: _____ / _____

Cardholder's name: _____ Cardholder's signature: _____

Please fax to 250-383-6804 or mail all pages of this agreement to: 2657 Wilfert Road, Victoria, BC, Canada V9B 5Z3

If you prefer you may provide your personal information over the telephone to your Trafford Publishing Consultant. A Consultant will call you when your agreement is received (just leave these fields blank when you mail or fax to us), or you may call us at any time at 1-250-383-6864 or our toll free number 1-888-232-4444. Please note that your Social Security Number is required to generate royalty reports and payments for you on your book sales.

Trafford Publishing takes security of personal information very seriously. By using Trafford's services or our website and submitting your information, you are providing your consent to Trafford Publishing to use and store your data for legitimate business purposes within the provisions of the Personal Information Protection and Electronic Documents Act (of Canada) and the Freedom of Information and Protection of Privacy Act (of BC) [For Internal Use Only]

TRAFFORD PUBLISHING AGREEMENT DETAILS 2008

1.0 TRAFFORD'S OBLIGATIONS

Trafford will provide the services and perform the tasks described below.

- 1.1 Legal and administrative / ALL PACKAGES: assign an International Standard Book Number [ISBN] with the Trafford prefix; library cataloging; Bookland ISBN/EAN barcodes; and legal deposit as deemed appropriate by Trafford Publishing.
- 1.2 File preparation and production
 - (a) ALL BLACK AND WHITE PACKAGES: typeset the text and layout the pages based on Author's template choice or samples provided into a master book block file suitable for on-demand printing; provide the Author with up to two digital proofs (eProofs) of the book block file; provide up to one hour of technician time for revisions; produce one bound proof for Author's approval; and archive the master file for the duration of this Agreement; OR
 - (b) ALL color PACKAGES EXCEPT ALL ARTISAN PACKAGES: scan artwork or adjust digital images provided; typeset the text and layout the pages based on Author's mock-up into a master book block file suitable for on-demand printing; provide the Author with up to two digital proofs (eProofs) of the book block file; provide up to one hour of technician time for revisions; produce one bound proof for Author's approval; and archive the master file for the duration of this Agreement; OR
 - (c) ALL ARTISAN PACKAGES: typeset the text and layout the pages based on Author's template choice into a master book block file suitable for on-demand printing; provide the Author with up to two digital proofs (eProofs) of the book block file; provide up to one hour of technician time for revisions; produce one bound proof for Author's approval; and archive the master file for the duration of this Agreement.
 - (d) ALL PRESS READY PACKAGES: distill a postscript file provided by the author; produce a digital master book block file suitable for on-demand printing; provide the Author with one digital proof (eProof) of the book block file; produce one bound proof for Author's approval; and archive the master file for the duration of this Agreement.
- 1.3 Create book cover / ALL PACKAGES: scan artwork provided by Author or adjust digital images provided; assemble a full color cover based on Author's template choice or mock-up; produce a digital master cover file suitable for on-demand printing; provide the Author with one digital proof (eProof) of the cover file; produce a bound proof for Author's approval; and archive the master file for the duration of this agreement.
- 1.4 Pricing / ALL PACKAGES: determine a single-copy printing cost (Authors may order at this price – with discounts for quantity purchases) and minimum retail price to be used by the author in establishing the retail price.
- 1.5 Printing and order fulfillment / ALL PACKAGES: manufacture books on-demand as retail and wholesale orders are received, and fulfill orders promptly.
- 1.6 Webpage creation and web marketing / ALL PACKAGES: with Author input from submission kit, create a webpage in Trafford's Online Bookstore found at www.trafford.com; notify key Internet search engines and directories of the webpage contents.
- 1.7 Promotional materials / ALL PACKAGES EXCEPT ALL ENTREPRENEUR, STARTER color AND STARTER PRESS READY PACKAGES: provide 300 bookmarks, 100 color postcards and 10 window posters.
- 1.9 Basic Distribution / ALL PACKAGES EXCEPT ALL ENTREPRENEUR, STARTER color AND STARTER PRESS READY PACKAGES: submit

information about the Book to major online bookstores, book chains and distributors, doing so directly and through Books-in-Print, Nielsen BookData, PubStock and other central reference services, as deemed appropriate by Trafford.

- 1.10 Announcement to book trade / ALL BEST SELLER, BEST SELLER PLUS, SIGNATURE, COLOR BOOK DELUXE AND ARTISAN SIGNATURE PACKAGES: broadcast by email an announcement of the Book's release to a list of industry and media contacts.
- 1.11 Sales through Trafford's Online Bookstore /ALL PACKAGES: fulfill consumer orders through Trafford's Online Bookstore through Internet web order form, email, phone, fax and mail, allowing volume discounts to consumers (when applicable), and a 25% book trade discount to Trafford's Online Bookstore as per Trafford's standard schedule of terms.
- 1.12 Sales through the book trade /ALL PACKAGES EXCEPT ALL ENTREPRENEUR, STARTER COLOR AND STARTER PRESS READY PACKAGES: fulfill orders from the book trade allowing for volume and trade discounts provided to bookstores, libraries and distributors as per Trafford's standard schedule of terms.
- 1.13 Accounting of royalties / ALL PACKAGES: make royalty payments on a quarterly basis to the Author for each copy of the Book sold, with the royalty being 60% of the gross margin (retail price less discounts, less single-copy printing cost). Royalties will be paid to the author when royalty earnings exceed \$20.00.

2.0 AUTHOR'S OBLIGATIONS

The Author will complete the tasks described below.

- 2.1 Provide complete submission kit / ALL PACKAGES: follow the submission kit instructions specific to the publishing package purchased to ensure the Author's book project will proceed through production as efficiently as possible.
- 2.2 Provide book materials
 - (a) ALL BLACK AND WHITE PACKAGES EXCEPT PRESS READY: provide suitable digital components, the maximum number as outlined in the appropriate submission kit; provide text as a digital file as per submission kit; provide samples to emulate or choice of template; submit a hardcopy printout.
 - (b) ALL color PACKAGES EXCEPT PRESS READY: provide scan-ready original artwork (or suitable digital scans); send text as a digital file as per submission kit; submit a mock-up of the book inside pages showing where the text and images are to be placed on each page.
 - (c) ALL ARTISAN PACKAGES EXCEPT PRESS READY: provide suitable digital components as outlined in the submission kit; text as a digital file as per submission kit; submit a hardcopy printout; images and illustrations that require scanning by Trafford are subject to additional charge.
 - (d) ALL PRESS READY PACKAGES: provide a PostScript file of the interior pages formatted as per submission kit.

- 2.3 Provide cover materials / ALL PACKAGES: provide a PostScript file as per Trafford's technical specifications; OR provide scan-ready original artwork (or suitable digital scans); submit text for the front and back cover as per submission kit; submit a mock-up of the cover.
- 2.4 Digital eProof / ALL PACKAGES: promptly review the digital eProof and send approval to Trafford to proceed with the printing of a bound proof, or request corrections/revisions.
- 2.5 Bound proof / ALL PACKAGES: promptly review the bound proof and return approval form for Trafford to proceed with printing the finished Book, or request corrections/revisions.
- 2.6 Set retail pricing / ALL PACKAGES: determine a competitive suggested retail price in consultation with Trafford, at a minimum of 2.1 times the final print cost of the book.
- 2.7 Web page information / ALL PACKAGES: prepare promotional text for use at Trafford's Online Bookstore and in book trade announcements, as per submission kit.

3.0 AUTHOR'S GRANTS AND AGREEMENTS

- 3.1 The Author grants Trafford a license to copy, store, print, distribute and sell the Book and Related Materials in order to provide the services in accordance with the terms of this Agreement and to use, display, promote and exhibit the Book and Related Materials in paper and electronic format, including on websites and promotional materials, throughout the world.
- 3.2 The Author grants Trafford the right to use Trafford's trade name, logos, trademarks and other distinguishing marks in connection with the Book and Related Material in order to distribute, sell, promote and exhibit the Book.
- 3.3 The Author represents and warrants that the Author has full power and authority to enter into this Agreement and to provide to Trafford for reproduction, publication and distribution the Book and Related Materials and, further, that this Agreement will not conflict with or violate any other agreement between the Author and another party or any personal or proprietary rights, including without limitation copyrights, trademarks, privacy or publicity rights of another party.
- 3.4 The Author represents and warrants that the Book and Related Materials are free of any liens, claims or interests of any kind held by another party and do not contain any slanderous, defamatory, pornographic, obscene or libelous material.
- 3.5 The Author represents and warrants that the Author is eighteen years of age or older. If the Author is under the age of eighteen years, a parent or guardian must also execute this Agreement and assume liability for the agreements, warranties and responsibilities contained herein.
- 3.6 The Author agrees that Trafford may distribute promotional copies of the Book free of charge and free of royalties to the Author as Trafford deems necessary, providing this is at no cost to the Author.

- 3.7 The Author agrees that Trafford's customer/distributor/media lists are private and confidential and will always remain Trafford's property.
- 3.8 The Author assumes any and all liability for the content of the Book and Related Materials and agrees to defend, indemnify and hold harmless Trafford, its related companies, subcontractors, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, and expenses, including without limitation reasonable lawyer fees and costs, arising out of the breach or alleged breach of a grant, representation, warranty or covenant made by the Author in this Agreement.
- 3.9 The Author agrees to assume any and all liability for lost sales due to unforeseen delays in book production, and to hold Trafford harmless from any losses arising from missed opportunities that the Author commits to before confirming a finished book and delivery date.
- 3.10 The Author agrees not to send or commission unsolicited emails ("spam"), or news group posting, containing any mention of, or link/reference to, Trafford (including its website, email addresses, company name or phone numbers).

4.0 GENERAL PROVISIONS

- 4.1 This agreement is non-exclusive and either party may terminate this agreement at any time on delivering immediate 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 and all warranties and indemnifications made by the Author will survive.
- 4.2 This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the parties attorns to the jurisdiction of the courts of the Province of British Columbia.
- 4.3 Trafford does not warrant the website at www.trafford.com being uninterrupted or error-free. Trafford agrees to use reasonable business practices in maintaining its website.
- 4.4 Trafford will not be responsible for loss of or damage to materials submitted by the Author, including manuscripts, CDs, DVDs, zip disks, artwork and photographs. Trafford will keep in its possession only the most recent raw material files for a period not to exceed two (2) years and will store the electronic files for the entire duration of this agreement.
- 4.5 Any delay or failure of Trafford to perform its obligations under this Agreement will be excused if and to the extent that such delay or failure is caused by an event beyond the reasonable control of Trafford, including without limitation, any natural disaster, act of terrorism, actions by any government authority, riots, wars, labor problems, failure of or interruptions in telecommunications or data transmission systems, or the inability to obtain materials, labour, equipment or transportation.

- 4.6 Trafford may subcontract all or segments of its services to other companies and subsidiaries of Trafford Holdings Ltd.
- 4.7 Amendments to this version of the Trafford Publishing Agreement may be necessary from time to time without notice to reflect the evolution in Trafford's service, providing clause 4.1 of the contract is retained. To ensure you, the Author, have the current version, please go to: www.trafford.com/authortoolkit or request the newest version from your Publishing Consultant or Author Support Representative.
- 4.8 Amendments to Trafford's Submission Kits may be necessary from time to time without notice to reflect the evolution in Trafford's service. To ensure you, the Author, have the current version, please go to: www.trafford.com/authortoolkit or request the newest version from your Publishing Consultant or Author Support Representative.
- 4.9 If the Author wishes to make changes to this Agreement after execution with regard to the author name or company name, the Author is required to annotate the original agreement and initial, or send the request in writing to Trafford's Finance Department. Please note: An administration fee may be levied for changes made after original agreement is processed. All other amendments or modifications to this Agreement must be agreed to in writing by both parties.

5.0 GUARANTEE

The Author may request a refund under Trafford's Money Back Guarantee. For complete information and terms please view Trafford's Refund Policy at: www.trafford.com/news-refund_policy or request a PDF from your Publishing Consultant or Author Support Representative.