

Digital Content Publishing Contract

1. Preamble

- a. This Agreement shall hereinafter be called the 'Agreement' or 'Contract'.
 - b. The Agreement is made on 16th July 2021.
 - c. The Agreement is between the following parties:
 - i. Ziax Ltd
of address Ziax Ltd, Unit 30, Eton Business Park, M26 2ZS
(**'Publisher'**);
 - ii. Address
of address {Null}
(**'Creator'**).
 - d. The Agreement concerns a work created by the Creator:
 - i. titled "Faithless"
 - ii. (**'Content'**).
 - e. The Publisher is authorised to publish material on Minecraft Marketplace
(**'Platform'**)
 - f. The Creator desires the Publisher to publish the Content on the Platform;
- The parties, hereby agree as follows:

2. Grant of publishing rights

- a. The Creator grants to the Publisher the exclusive right to publish the Content on the Platform during the term of this Agreement.
- b. The Creator shall comply promptly with all reasonable requests made by the Publisher to enable the Publisher to perform its obligations under the Agreement.

3. Copyright

- a. The Creator warrants, represents and undertakes to the Publisher and to the operator of the Platform that it is solely and exclusively created the Content and that the publishing of the Content on the Platform does not and will not contravene the intellectual property rights of any other person.
- b. Ownership by the Creator of the copyright of the Content shall be notified by the Publisher to the operator of the Platform.
- c. The Creator acknowledges that the Publisher makes no warranty, representation or undertaking in respect of the ownership or validity of copyright or other intellectual property right in the Material.

4. Creator's Affirmations and Publisher's Indemnity

- a. The Creator warrants, represents and undertakes to the Publisher:
 - i. that it is exclusively entitled to the Content and has full authority to enter into and perform its obligations under this Agreement without the consent of any other person;
 - ii. that all of the Content is original and not in the public domain;

- iii. that the Content and rights to exploit the Content are not subject to other claims, rights or agreements of any other person;
 - iv. all, past, current and alternative formats or versions of the Content already published have been provided to the Publisher.
- b. The Creator shall indemnify the Publisher 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 professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with:
 - i. [any breach of any warranty, representation or undertaking of the Creator;
 - ii. the Creator's breach or negligent performance or non-performance of this Agreement;
 - iii. the enforcement by the Publisher of this agreement;
 - iv. any claim made against the Publisher for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the publication on the Platform of any of the Material.
- c. If any legal action is started, the Publisher shall promptly notify the Creator and shall have the right to withhold any payments due to the Creator under this Agreement, until the action has been settled or withdrew.
- d. In the event of a final adverse judgement not discharged by the Creator, the Publisher may apply the withheld payments to satisfy the judgement.
- e. The Creator will, on request of the Publisher, execute any documents to confirm the rights defined within this Agreement and do such further acts as the Publisher may reasonably request in order to carry into effect its obligations under this Agreement and at its own cost take any required proceeding to enforce its copyright in the Material.
- f. The provisions of this Section 4 shall survive the termination of this Agreement.

5. Delivery of Content

- a. The Creator agrees to provide the Publisher with the Content in a digital format which is deemed acceptable by the Publisher.
- b. The Publisher shall have authority to amend, vary and format the Content at its own unfettered discretion for publishing in both form and substance on the Platform. In the event the Content is not accepted by the operator of the Platform, the Publisher shall advise the Creator of this and the Creator will revise and correct the Content in order to comply with the requirement of the operator of the Platform.
- c. If the Creator fails to deliver the Content such that it is deemed acceptable by the Publisher within what the Publisher deems an acceptable timeline then the Publisher shall inform the Creator of a final deadline to submit the acceptable Content. Should the deadline not be met then the Publisher has the right to terminate this Agreement.

6. Changes to the Content

- a. After the publication of the Content, or prior to a republication, the Publisher may request the Creator to revise, alter, correct or otherwise change in form or

- substance the Content. Should the Author not comply with the request, the Publisher has the rights to withdraw the Content from publication or to commission work to be done on the Content.
- b. Should the Publisher commission work to be done on the Content then the Publisher may deduct from any payments due to the Creator either:
 - i. The cost of any work subcontracted out to other parties, with an additional 12.5% management charge; or
 - ii. The cost of any work performed by the Publisher on the Content at the rate of £75 per hour excluding vat.
 - c. Any new revision, version or alteration of the Content is subject to section 5 "Delivery of Content"

7. Style, Promotion, Advertising and Distribution

- a. All content is subject to the requirements of the operator of the Platform. The Creator acknowledges that the Publisher has no control over such requirements and accordingly the Publisher makes no warranty, representation or undertaking that any Content will be published on the Platform for any particular period or at all. The Publisher shall have the right, but be under no obligation, to publish and republish the Content, with no cost to the Creator.
- b. The Publisher shall have sole discretion over the format, title, distribution method, platform, promotional material (including advertising) and branding of the Content.
- c. If the Publisher desires to make changes, additions to, or to delete any of the Content, it shall do so only after consulting with the Creator, unless such change, addition or deletion is a mandatory requirement of the operator of the Platform. Subject thereto, should the Creator and Publisher be unable to agree the changes, additions or deletions then the Publisher shall be entitled to reject the Content, with written notice to the Creator.
- d. Subject always to the requirements of the operator of the Platform, the Publisher shall publish the Content within 8 months of the receipt of acceptable Content. Should the Publisher fail to publish the Content before the expiration of said period, except as provided in this Agreement, the Creator shall have the right to terminate this Agreement on notice to the Publisher.
- e. The Publisher shall have the right to use and sublicense to others, the Creator's name, pseudonym and mutually agreed biographical information for advertising, promotion and other exploitation of the Content.
- f. The Publisher shall have the right to use and sublicense to others, the Author's image and likeness if consent is provided by the Creator.

8. Subsidiary Rights

- a. The Creator also grants to the Publisher these additional international rights, only to be exercised should the Creator consent to each use:
 - i. Re-releases of the Content;
 - ii. Use of the Content in other mediums, not related to the promotion of the Content or the Platform;
 - iii. Reduced or alternative versions of the Content;
 - iv. Inclusion of the Content or parts of the Content among other works both by Creator and other third parties.

9. Reserved Rights

- a. All rights in the Content not otherwise granted to the Publisher are reserved by the Creator.

10. Revision

- a. If during the time whilst this Agreement is in force the Creator or the Publisher deems the publication of a new version of the Content desirable, it shall notify the other party. Should the other party be able and willing to undertake the required work for the preparation of such a new edition it shall inform the original party within 30 days.
- b. Upon a new revision or edition being undertaken the date for delivery of the Content and its format shall be agreed between the parties.

11. 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.

12. Royalties

- a. Net Revenues in this Agreement refers to the funds received by the Publisher, for the sale of downloads of the Content (or of any part of it), after taking into account any download failures, refunds, incentives and after deduction of discounts, currency exchange and other reasonable costs of the Publisher.
- b. The Creator will be eligible for a royalty of 70% of the Publisher's Net Revenues for downloads of the Content sold.

13. Statements and Payments

- a. The Publisher agrees to provide at least quarterly statements of download purchases and to make payments of the royalty within fourteen days after providing the statements.
- b. In case of an overpayment or underpayment of royalties an adjustment shall be made in respect of the next following payment.

14. Termination & Reversion of Rights

- a. 12 months subsequent to the first publication of the Content the Publisher shall have the right to at any time withdraw the Content from sale.
- b. If the Content has been withdrawn from sale, then the Creator may submit a written request to the Publisher to return the Content to sale. Following withdrawal, the Publisher may, at its sole discretion:
 - i. schedule the republication of the Content within 6 months of the request being submitted, or
 - ii. require Changes to the Content, subject to section 6 (Changes to Content), prior to republication, or

- iii. decline to republish the Content which will also serve as notice that this Agreement will terminate on the later of 60 days and payment of all monies owed between the parties.
- c. Prior to the end of the notice period, with the written consent of both parties, it may be agreed for the Agreement to continue and the notice period be considered void.
- d. In the event of bankruptcy or liquidation of the Publisher for any cause whatsoever, the Creator shall have the right of first offer to the rights of the Content at a fair market value price to be determined by agreement or arbitration. Should such a sale occur, this Agreement shall immediately terminate without notice.
- e. In the event of termination of this Agreement, the rights granted by this Agreement to the Publisher shall revert to the Creator.

15. Notices

- a. The term writing within this Agreement shall also include email and messages sent via Slack (the chat platform provided by Slack Technologies, Inc. at: <https://slack.com>)
- b. Any notice or other communication required, or which may be given, in the course of the execution of this Agreement, shall be in writing and shall be either:
 - i. Delivered to the address for each party as specified in Section 1 (Preamble) of this Agreement by hand or first-class registered mail or pre-paid air courier, or
 - ii. Sent by email to the following email address:
 - 1. Publisher: business-operations@zax.com
 - 2. Creator: xxxxxxxx
 - iii. Sent by Slack to a channel or person specified by the Publisher in a notice to the Creator.
- c. 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.

16. Successors and Assigns

- a. This Agreement is personal to the parties and may not be assigned without the prior written consent of the other party.
- b. This Agreement shall be binding upon and inure for the benefit of the executors, administrators, and permitted assigns of the Author and the successors and permitted assigns of the Publisher.

17. Term of Agreement

- a. Unless the Agreement is terminated in accordance with the terms of this Agreement, this Agreement shall continue in full force and effect for the term of the copyright, including renewal and extension of copyright, which relates to the Content in any country in which the Content is published.

18. Waivers

A failure or delay by any party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or

remedy unless otherwise agreed in writing, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

19. Amendments

No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

20. Laws Applicable

- a. This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- b. 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).

21. Severability

- a. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted to the least extent required for it to be enforceable, but such deletion shall not affect the validity and enforceability of the rest of this agreement.
- b. If any provision or part-provision of this agreement is deemed deleted under clause 21(a) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire Agreement

- a. This Agreement sets forth the entire agreement of the parties and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied.

On behalf of:	The Creator (xxxxxx)	The Publisher (Ziax Ltd)
Signed by (SIGN):		
Signed by (PRINT):		