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Agreement for Short Non-Original Work

On Spec 25th Anniversary Retrospective

THIS ANTHOLOGY AGREEMENT ("Agreement") is made as of _15 AUGUST 2013 __ [date] between TYCHE BOOKS LTD. whose principle place of business is at 4212 BRISEBOIS DR NW, ALBERTA, Canada (hereinafter called the "PUBLISHER") and _GREG WILSON __ [author's name], whose address is __164 Ashdale Avenue, Toronto, Ontario M4L 2Y9 [author's address] (hereinafter called the "AUTHOR"). The PUBLISHER and the AUTHOR are sometimes individually and collectively hereinafter referred to as the "Party(ies)."

In consideration of mutual promises and covenants, the Parties hereby agree as follows:

1. AUTHOR's Grant

The AUTHOR grants permission to include his/her story entitled "__STILL___," a work of approximately __6000 ____words (hereinafter referred to as the "WORK"), in an anthology tentatively titled _ON SPEC 25TH ANNIVERSARY RETROSPECTIVE ___ [anthology title], to be published BY PUBLISHER (hereinafter referred to as the "ANTHOLOGY").

2. Rights Purchased

The AUTHOR grants to PUBLISHER non-exclusive worldwide Anthology Rights (as such term is understood in the book publishing industry), for publication of the ANTHOLOGY in the following English and French language editions (individually and collectively the "Edition(s)"):

- eBook Edition (all editions of readable-text digital format provided in electronic download, disk, CD/CD-ROM, E-Book Reader, as such terms are understood in the book publishing industry, or similar media of presentation); and
- Printed Trade Paperback (Perfect Bound) Edition (as such term is understood in the book publishing industry) (Printed Trade Paperback Edition may or may not be published at the discretion of the Publisher and such rights may revert to the AUTHOR at AUTHOR's written request if the PUBLISHER has not made good faith efforts to publish a Printed Trade Paperback Edition within one (1) year from the date hereof).

The AUTHOR also grants to the PUBLISHER non-exclusive worldwide right to publish and sell the WORK in the following English language editions (individually and collectively the "Edition(s)"):

 Audio Edition (all editions in any form of sound recording and reproduction, including but not limited to audiocassettes, compact discs, digital media files, or other similar audio products of any kind or configuration). (Audio Edition may or may not be published at the discretion of the PUBLISHER and such rights shall revert to the AUTHOR at AUTHOR'S written request if the PUBLISHER has not made good faith efforts to publish such Audio Edition within one (1) year from the publication date of the eBook Edition.)

It is also understood and agreed that the PUBLISHER may use the WORK only in the ANTHOLOGY and reprints thereof in perpetuity (unless otherwise agreed to in writing by the Parties), and that the AUTHOR shall retain all other rights to the WORK not specifically granted to PUBLISHER herein. PUBLISHER may use AUTHOR's name and any photo and/or biographical information supplied by AUTHOR or with respect to which PUBLISHER may request approval solely in connection with promoting the WORK as published in the ANTHOLOGY in any and all media now known or hereafter developed.

3. Payment

For the rights granted to the PUBLISHER above, the AUTHOR will receive a one-time payment in the sum of \$90.00 Canadian Dollars (CAD), which will be paid within thirty (30) days of the publication of the ANTHOLOGY. Payments will be made by physical check to the AUTHOR, or electronic payment via PayPal. Electronic payment via PayPal is required if AUTHOR is a non-Canadian resident.

4. Warranties and Indemnities

The AUTHOR represents and warrants that he/she is the sole author(s) of the WORK or has been assigned the rights delineated above, with full power and right to enter into this Agreement and to grant the rights hereby conveyed to the PUBLISHER; and that no one has reserved the rights granted to PUBLISHER in this Agreement. The AUTHOR also represents, to the best of his/her knowledge, that the WORK does not contain any libellous material, and is not in violation of any rights of privacy or any other rights of third persons, and does not violate any existing common law or statutory copyrights, and has not been published before in any form and is not in the public domain.

If the WORK has been previously published in any form, AUTHOR warrants that the rights granted herein have reverted to the AUTHOR or where never assigned. If a judgment is obtained against PUBLISHER for usurping rights still controlled by another PUBLISHER or other entity than PUBLISHER or AUTHOR, the AUTHOR agrees to hold PUBLISHER harmless and to indemnify PUBLISHER for reasonable damages and costs. If PUBLISHER prevails against a suing party or resolves the matter by out of court settlement, AUTHOR will be liable to indemnify PUBLISHER for defence and settlement costs if AUTHOR's warrantees are found to be invalid

The AUTHOR agrees to hold harmless PUBLISHER and its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions ("Claims") based on allegations which, if true, could constitute a breach of any of the foregoing warranties. AUTHOR further agrees that AUTHOR will hold the PUBLISHER, its distributors, and any retailer harmless against any recovery or penalty finally sustained arising out of AUTHOR breach of this warranty, and in this event AUTHOR will reimburse the PUBLISHER for all court costs and reasonable legal fees incurred by PUBLISHER and/or its distributors and retailers. Any out of court settlement of any Claim made jointly against the AUTHOR and the PUBLISHER shall be made only by mutual agreement in writing between the AUTHOR and the PUBLISHER. No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the AUTHOR and PUBLISHER.

5. No Competing Publication

Notwithstanding the non-exclusivity contained in paragraph 2 hereof, the AUTHOR agrees not to publish or permit others to publish this WORK in any form prior to its publication and appearance in the ANTHOLOGY, or for the first six (6) months after PUBLISHER's publication of the ANTHOLOGY, effective from the date this agreement is executed.

6. Author's Copies

The PUBLISHER agrees to provide the AUTHOR with the following complimentary copies of the ANTHOLOGY upon publication.

- One (1) copy of the eBook Edition in the downloadable format of the AUTHOR's choice.
- One (1) copy of the Printed Trade Paperback Edition, if published.

AUTHOR may purchase additional copies of the ANTHOLOGY in any format at a discount of forty percent (40%) of the retail price. AUTHOR will pay all shipping charges for purchased copies. AUTHOR may resell copies of the ANTHOLOGY that AUTHOR has purchased from PUBLISHER, or was provided to the AUTHOR as complimentary copies. AUTHOR will be responsible for reporting earnings from any such sales of the ANTHOLOGY to taxation authorities and AUTHOR hereby indemnifies and holds PUBLISHER harmless for AUTHOR's failure to report such earnings.

7. Changes in Text or Title

The PUBLISHER agrees to notify the AUTHOR in advance of any substantial editorial changes in title and/or text of the WORK, and to secure the AUTHOR'S approval for any such changes whenever possible. AUTHOR agrees that such approval will not be unreasonably withheld. PUBLISHER may make all corrections of typographical or grammatical errors without AUTHOR's consent. The PUBLISHER will furnish the AUTHOR with galley proof or page proof of the WORK as it will be published in the ANTHOLOGY. AUTHOR agrees to return such proof with corrections no more than fifteen (15) days from the AUTHOR's receipt thereof.

8. Reversion of Rights

In the event that the ANTHOLOGY has not been published within twelve (12) months from the date of execution of this Agreement, all rights granted to the PUBLISHER herein shall revert to the AUTHOR, and the AUTHOR shall have the right to sell or arrange for publication of the WORK in any manner. AUTHOR shall not be required to repay to PUBLISHER the amount set forth in paragraph 3 hereof if for any reason including, without limitation, publication delays, rights granted to the PUBLISHER hereunder have reverted to the AUTHOR.

9. Laws and Venue

The PUBLISHER is a Canadian Corporation, organized under the Canada Business Corporations Act and the laws of the Province of Alberta. The laws of the province of Alberta shall govern this Agreement.

All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be arbitrated and finally resolved, pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Edmonton, Alberta, Canada. The language of the arbitration shall be English.

Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to deprive either Party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph 9 shall be brought to the federal or provincial courts in Alberta. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the Parties pursuant to this paragraph 9.

10. Understanding of the Parties

This Agreement contains the entire understanding of the Parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the Parties other than expressly herein set forth, and neither PUBLISHER nor AUTHOR shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. This Agreement creates an independent contractor relationship between the Parties; it does not create, and shall not be construed as creating, a partnership or joint venture between the Parties. The Agreement supersedes any previous agreement or understanding with respect to the WORK and cannot be modified except in writing signed by all the Parties. Upon execution, this Agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the Parties, and their respective successors, personal representatives, heirs and assigns. AUTHOR's signature on this Agreement indicates that AUTHOR has read this Agreement, AUTHOR understands this Agreement and AUTHOR has had the opportunity to review this Agreement with an attorney or that AUTHOR has chosen not to do so.

11. Signatures

In witness whereof, the AUTHOR and the PUBLISHER have executed this Agreement as of the date first written above. AUTHOR and PUBLISHER both agree to accept an electronic signature as valid and that electronic signature will be considered of identical weight to a handwritten signature.

AUTHOR:		PUBLISHER:
Printed Name: Gr	eg Wilson	Printed Name:

Signature: Greg Wilson	Signature:
Signature: Gree Wilson Grey Wison (Aug 18, 2013) Date Aug 18, 2013	Date: