



DISTRIBUTION AGREEMENT

Made this 14th day of December, 2010

Between **Palmer Higgs Pty Ltd** (ABN 35 063 692 302)

Address: 8 Elliott Place Ringwood, Victoria

AND My publishing name **ABN** (00 000 000 000)

Address:

Palmer Higgs will provide book distribution services within Australia/ New Zealand for the following book title

Book title: *My Book*

Author: Joan Smith

ISBN: 000 0 0000 0000 0 (pbk)

Rights to print/distribute

All rights to the title held in our database or warehoused shall remain the property of the client. Palmer Higgs is hereby granted the right to print, print on demand, warehouse and distribute the title. The client shall remain responsible for all royalty or other compensation or fees dues to authors or owners of images, illustrations, photographs, realia or any material contained within the title that requires permission for re-use.

Warranty

The client warrants that it is either the owner of the title or has obtained the legal authority from the authors or owners of the title to print and distribute under the terms of this agreement and that the title is not libellous, defamatory or obscene, or otherwise violates any laws. The client will promptly advise Palmer Higgs if it receives or otherwise becomes aware of facts which, if true, would be in breach of the above.

Indemnification

The client shall defend, indemnify and hold Palmer Higgs, its directors, officers, employees and agents from any claims of others which may arise from the publication of the title.

Palmer Higgs will give the client prompt written notice of all claims, provide reasonable cooperation in the investigation and defence, and permit the client, at its expense to defend the claim with legal counsel of its choosing.

Taxes

Each party shall be responsible for any tax liability (including goods and services tax) it incurs due to the performance of its duties under this agreement.

Termination

Either party may terminate this agreement by giving the other party (60) sixty days written notice

Fees and charges

A one off \$75 administration fee (one off fee per book) includes;

- Uploading of files (including book cover)
- Author page creation
- Uploading of book extract
- Electronic listing with Thorpe Bowker for free inclusion on; Global Books In Print and Australian Books In Print

All books that are sold through the Palmer Higgs web site or are sold through Palmer Higgs marketing and promotional efforts will attract 40% of the retail price less GST

Schedule of charges

Palmer Higgs fees and charges

RRP (plus postage)		\$19.95
Less GST		\$1.81
Net		\$18.14
Palmer Higgs commission @	40%	\$7.25 Plus GST
Print production		\$0.00 Plus GST
Marketing @		\$0.00 Plus GST
Warehousing @		\$0.00 Plus GST
Total Palmer Higgs fees		\$7.25 Plus GST

Payments to author

RRP	\$19.95
Less Palmer Higgs service fee	\$7.98
Author retains	\$11.97

Payment to the client

A detailed quarterly report and payment will be submitted by the 14th day of April, July, October and January for the preceding (3) three months.

Payments to Palmer Higgs

All amounts owing to Palmer Higgs for book printing, marketing materials registration fees or any fees for service must be settled in full before the title is uploaded to the Palmer Higgs book store

ABN, GST exclusion, and withholding taxes

An ABN or GST exemption from the Australian Tax Office must be provided. Palmer Higgs does not withhold taxes on behalf of clients.

For the Client	For the Distributor
	Paul Higgs for Palmer Higgs Pty Ptd