

**THIS IS THE FREE PUBLISHING AGREEMENT
BETWEEN
THE AUTHOR AND NEMSI BOOKS**

COMMENCED ON THIS _____ DAY OF _____, 20____,
FIRST PUBLISHED ON THIS _____ DAY OF _____, 20____,

Revised: 8th May 2009

BETWEEN

Author's Name: _____
Title of Manuscript: _____
Mailing Address: _____

Phone: _____
Fax: _____
Email: _____

Hereafter referred to as the **Author**,

AND:

Publisher's Name: Nemsy Books
Mailing Address: PO. Box 191
Pierpont, SD 57468 USA

Phone: 605 325 3392
Fax: 605 325 3393
Email: psiccusa@dailypost.com

Hereafter referred to as the **Publisher** or as **Nemsi Books**.

Definitions

Generally it is understood that the Author is the creator of the work and holder of the copyright, or has legal authority to publish the work.

The "work" (also referred to herein as the "book") is a book, manuscript, or work of art or other document provided by the Author, to which this agreement pertains.

Publisher's Services

Nemsi Books provides a Publishing Service to authors. This service makes the work available for retail sales to the world-wide public by combining conventional publishing tasks, industry standard manufacturing and Internet web publicity and retailing. Specific features of this service vary according to the Publisher's discretion. This service may also include the distribution and sale of the book as an electronic file (e-book) or audio book via a collaborative effort with a third party.

1. Legal and Administrative

- a.) Arrange an International Standard Book Number (ISBN) and Bookland EAN or UPC barcodes, typesetting and book block layout as well as cover design.
- b.) Include a copyright notice intended to protect the Author's rights in all copies of the book produced.
- c.) Deposit two dated copies with the National Library;
- d.) Provide accounting of sales and pay royalties on a quarterly basis.
- e.) Provide bound copies for the Author's use at cost plus shipping and handling.

2. Publicity

- a.) With the Author's input, create promotional and descriptive text for the Nemsy Books website and other media.

3. Sales Channels

- a.) Nemsy Books' on-line bookstore, accepting credit cards and corporate and government purchase orders.
- b.) Submit the book for sale as a bound book
- c.) Submit the work for sale as an electronic file or audio book via a third party.

4. Make royalty payments for the printed book on a quarterly basis to the Author for each copy of the work sold at the fixed rate of \$2.50.

Author's Responsibility.

The Author accepts the offer of Nemsy Books and agrees to the following to create the contract:

5. The Author will perform several tasks, including the following:

- a.) Provide assurance that the Author has and always will retain copyright to the work published by this agreement. The Author agrees to hire Nemsy Books to produce and market the work and collect the royalties and distribute them according to this agreement, nothing more.
- b.) Provide the manuscript to be published in the format suggested by Nemsy Books.
- c.) Promptly review the electronic layout when requested.
- d.) Prepare, in cooperation with Nemsy Books' staff, promotional text for use on its website
- e.) To assume responsibility for shipping costs for the review copies (if any) and all subsequent Author orders from Nemsy Books.
- f.) To allow Nemsy Books to distribute promotional copies of the book free of charge and free of royalties to the Author as Nemsy Books deems necessary.
- g.) That Nemsy Books' customer list is private and confidential and will always remain the property of Nemsy Books.
- h.) To accept the right of Nemsy Books to refuse to publish any content in breach of US, Canadian or Australian laws at their sole discretion.
- i.) To eliminate any defamatory or unlawful content and to assume any and all liability for content and to hold Nemsy Books harmless from any liability arising from the content of the Author's manuscript.
- j.) Not to transmit or facilitate the transmission of unsolicited email [SPAM] that directly or indirectly references Nemsy Books, including Nemsy Books' contact information and website.

6. BOTH PARTIES UNDERSTAND:

- a.) This agreement is exclusive for a period of two years. The Author may not enter into other publishing agreements concurrent with this agreement until the two-year term has expired.
- b.) The two years shall start on the first day of the published work becoming available to the public. At the end of the two-year contract, the Author may publish the work with another publisher concurrently with Nemsy Books. All other terms shall remain in force unless the Author chooses to cease publication of the work.
- c.) Upon cessation of publication, all outstanding compensation due to the Author shall be paid in full at that time. The Author will then purchase all remaining stock of the work held by Nemsy Books.
- d.) All sales of electronic media via a third party shall be subject to the royalty payment terms negotiated between Nemsy Books and the third party publisher. Payment of these royalties shall be paid to the Author as soon as Nemsy Books receives such payments.
- e.) The laws of the State of South Dakota, USA, shall apply and both parties agree to use binding arbitration to resolve any irreconcilable dispute between the parties;
- f.) Nemsy Books will not warrant the website at www.nemsy-books.com being uninterrupted or error-free, subject to Nemsy Books using due diligence and reasonable care.
- g.) Changes to this contract may be necessary from time to time to reflect the evolution of Nemsy Books' services to authors and the Author will be notified in such an eventuality, provided either party may terminate at any time without liability for any damages from this contract except payment of outstanding royalties and other outstanding debts;

7. Retention of Author's Copyright.

- a.) The Author at all times retains whatever copyright he/she possesses at the time of this agreement.

8. Nemsy Books may subcontract all or parts of this service to other divisions and subsidiaries of Morphtek.com Inc or subsidiaries of its parent company Psi Computer Consultants Pty. Ltd.

This agreement is the full agreement and all its terms.

The parties, having read and agreed to the above, sign this document in witness of their agreement:

The Author and a witness sign here, and send it to Nemsy Books for our signature (Nemsy Books will send back a signed copy for the Author's records)

_____ (The Author)

_____ (Witness)

_____ (Nemsy Books)

_____ (Witness)