

Electronic Distribution Agreement

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General Information

Electronic Distribution Agreement

This Electronic Distribution Agreement is between a company who owns the rights in a publication and a company who agrees to distribute the publication (hereinafter known as the "distributor.") through electronic media. This agreement sets out the obligations of the company, any royalty payments paid to company from distributor and the term of the agreement. It also sets out that each party is an independent contractor.

It is imperative that this distribution agreement be clearly and succinctly set out in writing rather than by oral agreement. This Electronic Distribution Agreement will prove invaluable in the event there are disagreements or misunderstandings between the parties surrounding the publication's distribution.

Instructions and Checklist

Electronic Distribution Agreement

- The parties should read the document carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- This form includes an exhibit which should be attached and incorporated as part of this agreement. It is important that this exhibit be thorough and set out the pertinent publication specifications.
- Read the "Royalty" provision carefully to ensure it sets out how royalties will be paid. If there are disagreements, they will likely focus on this provision. If the royalty structure is complicated, include examples to remove as much ambiguity as possible.
- This promissory note must be signed by both the borrower and the lender.
- The parties should retain either an original or copy of the signed promissory note.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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ELECTRONIC DISTRIBUTION AGREEMENT

THIS ELECTRONIC DISTRIBUTION AGREEMENT is made and executed on this the _____ day of _____, 20____ by and between:

PARTIES:

1. _____, a Company registered in accordance with the laws of _____ having its registered office at _____ represented by _____ (hereinafter referred to as the “Company”) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Company.

AND

2. _____, a Company registered in accordance with the laws of _____ having its registered office at _____ represented by _____ (hereinafter referred to as the “Distributor”) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Distributor.

RECITALS: (Please change the recitals in accordance with your needs)

- A. **WHEREAS**, the Company is involved in the business of _____ and has all the rights with regard to _____ (herein after referred to as the “Publication”) which is more specifically described in Schedule A of this Agreement.
- B. **WHEREAS**, the Distributor is involved in the business of _____ Distribution.
- C. **WHEREAS**, the Company has offered to employ the services of the Distributor for the distribution of _____ (the “Publication”) and the Distributor has accepted the Company’s offer.
- D. **WHEREAS**, based on the same this agreement is entered into between the Company and the Distributor.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. INTERPRETATIONS

Unless the context of this Agreement otherwise requires:

- 1.1 The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement;

- 1.2 The singular includes the plural and vice versa;
- 1.3 References to a party or the parties are references to either the Company or the Distributor or both, as deem and appropriate.
- 1.4 References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to "without limitation".

2. EFFECTIVE DATE

The effective date of this Agreement shall be _____ of _____, 20__ and all rights and obligations of the parties hereunder shall be effective as of that date.

3. DISTRIBUTION LICENSE

The Company hereby grants to the Distributor a nonexclusive, worldwide license for the term of this Agreement to Distribute the Publication(which is more specifically described in Schedule A), in whole or in part, on magnetic, optical, or electronic media.

4. OBLIGATION OF THE COMPANY

- 4.1 During the term of this Agreement, the Company shall furnish to the Distributor at no charge, with _____ copies of each issue of Publication as and when published.
- 4.2 The Company shall also furnish Distributor, at no charge, with one copy of each back issue of Publication at Distributor's request.
- 4.3 In addition to this the Company shall at Distributor's request furnish the Publication in machine-readable form.

5. ROYALTY

- 5.1 The Distributor herein agrees to pay to the Company a royalty equal to _____ percent (_____%) of the net revenue Distributor receives from distributing the Publication in magnetic, optical, or electronic media.
- 5.2 Distributor is placed under an obligation to report and pay all the royalties _____ (quarterly; semiannually; annually), and no later than _____ (Insert the date by which report and

payment must be made).

5.3 The report and payment so submitted by the Distributor shall include the details of all receipts for the previous _____ (quarter; six months; year).

6. REPRESENTATION AND WARRANTY

The Parties herein represents and warrants that they have all the rights necessary to enter into this Agreement.

7. TERM

7.1 The initial term of this Agreement shall be for a period of _____ years commencing on _____ and ending on _____.

7.2 This Agreement shall be automatically renewed thereafter for successive _____ years, unless either party intends otherwise.

8. TERMINATION AND EFFECT OF TERMINATION

8.1 The parties can terminate this Agreement for any material breach by the other party with a notice of _____ days to the other party.

8.2 Upon the termination of this Agreement, the Distributor shall have the right to continue to distribute such copies of Publication then existing or in production,

8.3 Such right shall vest with the Distributor provided the Distributor continues to pay the royalties to the Company in accordance with the provisions of this Agreement.

9. INDEMNIFICATION

Company will hold the Distributor harmless from all proven claims of third parties regarding Publication, including, but not limited to, copyright infringement, libel, or invasion of privacy arising out of any matter contained in Publication.

10. ASSIGNMENT

This Agreement shall not be assigned by either of the parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the “Agent” and “Artist”. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

11. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a Partnership between or joint venture by the parties, or constitute either party the agent of the other.

12. NOTICE

Any notice to be given by one party to the other under, or in connection with this Agreement shall be in writing, signed by or on behalf of the party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that party may notify to the other party:

To the Company:

Address: (Mention full name and address) _____

Attention: _____

Facsimile no: _____

To the Distributor:

Address: (Mention full name and address) _____

Attention: _____

Facsimile no: _____

13. AMENDMENTS OR MODIFICATION

No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties.

14. NO WAIVERS

The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

15. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party's intent.

16. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.

17. GOVERNING LAW & FORUM

The validity, construction, interpretation of this "Agreement" shall be governed by and construed in accordance with the laws of the State of _____, without regard to

principles of conflicts of law.

The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in _____ for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

18. ENTIRE AGREEMENT

This Agreement and the Schedule A herein constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

(Signature of the Company)

Name: _____
Title: _____
Date: _____

(Witness)

(Signature of the Distributor)

Name: _____
Title: _____
Date: _____

(Witness)

SCHEDULE A
PUBLICATION SPECIFICATIONS