

PUBLISHING AGREEMENT

INTRODUCTORY CLAUSES

This Publishing Agreement ("Agreement") is entered into as of the date in Schedule 1 to this Agreement ("Effective Date") by and between The Business Physician Pty Limited ABN 40 105 938 225, doing business as Anytime CPD ("Publisher"), and the person in Schedule 2 ("Author") concerning a work currently named as set out in Schedule 3 ("Work") and described in Schedule 4.

TERMS AND CONDITIONS

In consideration for the Publisher agreeing to pay the Author Compensation set out in Schedule 5, the Author agrees to the following terms and conditions:

1. The Author retains copyright in the Work.
2. The Author grants the Publisher for a period set out in Schedule 6, irrevocable, world-wide licence (including a right to sub-licence) to reproduce, publish or communicate the Work in any form associated with the publication or communication of the Publisher's publications, including those online, and including in any online databases or forums operated by third parties.
3. The Author agrees that the Publisher is entitled to retain all royalties or remuneration (including any distributions from Copyright Agency Limited) received by the Publisher on account of any third party's use of the Work as published by the Publisher.
4. The Author warrants that:
 - 4.1. the Author has the full right, power and authority to enter into this agreement and grant
 - 4.2. rights set out in this agreement;
 - 4.3. the Work is an original work and does not infringe any copyright or other rights held by third parties;
 - 4.4. the source of any third-party materials used in the Work has been acknowledged and the Author has obtained all relevant consents, releases or permissions to use those third party materials in the Work;
 - 4.5. the Work does not breach any duty of confidentiality or obligation of privacy;
 - 4.6. the Work does not contain any material which is defamatory, obscene or otherwise of an unlawful nature; and

- 4.7. the Work or a substantial part of the Work has not been made available without charge on the internet or otherwise online including by free subscription.
5. The Author indemnifies the Publisher against all actions, proceedings, claims and costs arising from the Author's breach of these warranties and other terms and conditions of the Agreement.
6. The Publisher agrees to credit the name of the Author as provided in the submission of the Work to the Publisher. The Author agrees not to sue, claim or take other actions against the Publisher or its operators for any errors or inaccuracies in this name.
7. The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Author has provided thereto, without Author's prior consent.
8. The Publisher shall have the right to edit and revise the Work for any and all uses contemplated under this Agreement, including the addition of assessment questions.
9. The Author shall have the right, upon reasonable notice and during usual business hours but not more than three times each year, to engage a member of Chartered Accountants Australia and New Zealand or CPA Australia to examine the books and records of the Publisher relating to the Work at the place where such records are regularly maintained. Any such examination shall be at the sole cost of the Author and may not be made by any person acting on a contingent fee basis. Statements rendered under this Agreement shall be final and binding upon the Author unless the Author sets forth the specific objections in writing and the basis for such objections within 3 months after the date the statement was rendered.
10. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations, statements and understandings whether verbal or in writing.
11. The laws of New South Wales and the Commonwealth of Australia govern this Agreement.
12. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.
13. The address and contact details of the Publisher, including for services of notices are set out in Schedule 7.
14. The address and contact details of the Author, including for services of notices are set out in Schedule 8.

Signed for and on behalf of The Business Physician Pty Limited ABN 40 105 938 225, doing business as Anytime CPD in accordance with Section 127 of the Corporations Act 2001:

John Christopher Burke
Sole director and Secretary

Date

Signed by the Author

Date

Full name of Author

Schedule 1

Date of Agreement

Schedule 2

Name of Author

(Include ABN or ACN as applicable and address)

Schedule 3

Name of Work

Schedule 4

Description of subject matter, length, format and any other relevant descriptors

Schedule 5

Author's Compensation

40% of revenue net of GST and payment gateway processing charges from a course of which the Work is part adjusted on a pro-rata basis for the extent that the Work forms part of the course. This is based upon the time a student would reasonably be expected to complete the Work as a proportion of the time that a student would be reasonably expected to complete the whole of the respective course. For the purposes of this calculation the Work does not include questions added by the Publisher.

Schedule 6

Period of Licence

The duration of copyright in original works set out in the *Copyright Act 1968* (Cth,) or any superseding legislation to Copyright Act 1968 (Cth,)

Schedule 7

Contact Details The Business Physician Pty Limited ABN 40 105 938 225, doing business as Anytime CPD

Address: 50 Ballandella Road TOONGABBIE NSW 2016

Email: jburke@anytimecpd.com

Schedule 8

Contact Details the Author

Address: _____

Email: _____