

PUBLISHING AGREEMENT

Northern Forest Publishing Inc.

Dated as of 16 June 2026 ("the Effective Date").

This Publishing Agreement ("**Agreement**") is entered into as of the Effective Date by and between **Northern Forest Publishing Inc.**, a Canada Corporation ("**Publisher**"), 905 – 6 John Street, Oakville, Ontario, Canada L6K 3T1, and **[Author Name]**, at **[insert author address]**, (collectively, the "**Author**"), concerning the work of authorship described in Schedule A to this Agreement (the "**Work**").

PART 1 — CONVEYANCE OF RIGHTS

1. **Grant of Rights.** Author, on behalf of Author and Author's heirs, executors, administrators, successors, and assigns, hereby grants exclusively to Publisher and its licensees, successors, and assigns, the following rights under copyright in the Work throughout the world, for an initial period of 5 years (the "**Term**"), together with any and all extensions, renewals, and restorations thereof: the right to print, reproduce, publish, distribute, licence, and sell copies of the Work in English in any and all forms of book and periodical publishing now known or hereafter devised, including but not limited to printed books and periodicals, print-on-demand books and periodicals, and electronic books and periodicals. All rights in the Work not expressly licensed to Publisher under this Agreement are reserved by Author.

2. **Copyright.** In all versions of the Work published by Publisher under this Agreement, Publisher shall include a notice of copyright in the name of the Author in a form and location that Publisher reasonably believes complies with the requirements of applicable copyright law.

2.1 Publisher shall have the right, but not the obligation, to apply for registration of copyright in the Work as published by Publisher in any jurisdiction.

2.2 Author shall execute and deliver to Publisher all documents that Publisher reasonably deems necessary or appropriate to evidence or give effect to the rights granted under this Agreement.

2.3 Nothing in this Section 2 shall be construed to limit, modify, or otherwise affect any rights granted to Publisher under this Agreement, or Publisher's rights in Publisher's Marks and/or Publisher's Content, as those terms are defined below.

PART 2 — AUTHOR COMPENSATION

3. **Share of Net Revenues on Publisher's Edition.** For all copies of the Work published by Publisher in print-on-paper book formats (including, by way of example, hardcover, trade paperback, mass market paperback, and print-on-demand formats)

during the Term, Publisher shall credit Author's account with a share of Net Revenues as defined in Section 3.1 and as set out in Schedule A.

3.1 **"Net Revenues,"** as used in this Agreement, means the actual sales price after trade discounts received by Publisher for completed sales of copies of the Work, net of Publisher's verifiable and documented expenses for printing, shipping, and foreign taxes. For greater certainty, Net Revenues with respect to print-on-demand sales and electronic book sales means the entire amount paid to Publisher by Amazon or a similar distributor, without further deduction.

4. **Exploitation of Rights by Third Parties Under Licence From Publisher.** Except as otherwise provided in this Agreement, Publisher shall credit Author's account with a share of Net Revenues as set out in Schedule A for any exploitation or disposition of rights in the Work by licence to third parties during the Term, after deduction of Publisher's reasonable and verified costs and expenses attributable to such exploitation or disposition, including but not limited to telephone, postage, shipping, customs, insurance, fees, commissions, taxes, currency exchange discounts, and costs of collection. For greater certainty: (a) the Net Revenues sharing rate set forth in Section 3, and not this Section 4, applies to the exploitation of the Work in electronic book formats of any kind, whether published by Publisher under its own imprints or by arrangement with third parties; and (b) the granting of distribution rights for Publisher's editions to wholesalers, distributors, and fulfilment houses is not a Net Revenues sharing transaction under this Agreement.

5. **Author's Copies.** Publisher shall provide Author with 10 copies, free of charge, of each edition of the Work published by Publisher. Author may purchase additional copies from Publisher at the price set out in Schedule A, payable upon receipt of Publisher's invoice. Copies purchased by Author may not be resold in any channel of trade in which Publisher's editions are sold.

PART 3 — MANUSCRIPT AND RELATED MATERIALS

6. **Delivery of Manuscript.** At Author's own expense, Author agrees to deliver to Publisher the complete manuscript of the Work in the English language (the **"Manuscript"**), in a form and substance acceptable to Publisher.

6.1 The Manuscript shall be delivered in a digital format, file size, word-processing program, and by the method of delivery agreed upon between Author and Publisher.

6.2 Author shall retain at least one (1) complete copy of the Manuscript in digital form and of all other deliverables under this Agreement. Publisher shall not be responsible for any loss or damage to materials in its possession.

7. **Artwork, Permissions, and Other Materials.** If Publisher and Author agree to include artwork (e.g., illustrations, photographs, charts, graphs, and similar materials) (collectively, "Artwork") in the Work, Author shall deliver the Artwork to Publisher, at Author's expense and in a form suitable for reproduction, no later than two (2) weeks

following completion of the Manuscript (the "**Initial Delivery Date**"), unless Publisher designates otherwise.

7.1 If Publisher and Author agree to include a foreword, introduction, preface, bibliography, list of index keywords, and/or similar material ("Front Matter" and "Back Matter") in the Work, Author shall provide such Front Matter and Back Matter no later than the Initial Delivery Date, at Author's expense. If Author fails or declines to do so, Publisher shall have the right, but not the obligation, to acquire or prepare such Front Matter and/or Back Matter, and Author shall reimburse Publisher for all reasonable and documented expenses incurred in doing so.

7.2 No later than the Initial Delivery Date, unless Publisher designates otherwise, Author shall also deliver to Publisher, at Author's sole expense, written authorisations and permissions for the use of the Artwork, the Front Matter, the Back Matter, and any other copyrighted or proprietary materials owned by any third party that appear in the Work, together with written releases or consents from any person or entity described, quoted, or depicted in the Work (collectively, "Permissions"). If Author does not deliver the Permissions, Publisher shall have the right, but not the obligation, to obtain such Permissions and Author shall reimburse Publisher for all reasonable and documented expenses incurred in doing so.

7.3 Publisher will provide appropriate permission forms for Author's use where elements belonging to Author (such as Author's photograph or a custom illustration) require either third-party permission or a declaration of ownership.

8. Revisions and Corrections. If Publisher, acting reasonably, determines that the Manuscript, Artwork, Front Matter, Back Matter, Permissions, and/or any other materials delivered by Author are unacceptable in form or substance, Publisher shall notify Author in writing. Author shall then cure any deficiencies and deliver a fully revised and corrected version no later than 30 days after receipt of Publisher's written notice (the "**Final Delivery Date**").

9. Publisher's Termination Rights. If Author fails to deliver the Manuscript, Artwork, Front Matter, Back Matter, Permissions, or other required materials, or any revisions or corrections thereof requested by Publisher, by the dates designated by Publisher under this Agreement, or if any such materials are not in form or substance satisfactory to Publisher, Publisher shall have the right to terminate this Agreement by written notice to Author.

10. Author's Termination Rights. Author may terminate this Agreement for convenience no earlier than six (6) months after the Work is first made publicly available for purchase. Upon such termination, Publisher shall: (a) remove the Work from sale on all online channels; (b) suspend the ISBN issued by Publisher for the Work; (c) first offer any remaining copies in Publisher's possession to Author at the discounted price set out in Schedule A; and (d) thereafter, continue to sell remaining copies until Publisher's stock is exhausted. Publisher shall also deliver to Author the cover design files and interior files for the Work, with the ISBN and Publisher's imprint removed.

PART 4 — PUBLICATION

11. **Time of Publication.** Publisher agrees that the Work, if accepted for publication, shall be published within twelve (12) months after Publisher's final acceptance of the Manuscript, Artwork, Front Matter, Back Matter, and Permissions, except where such period is extended by delays caused by Author or by circumstances beyond Publisher's control. Publisher shall publish the Work under such imprint as Publisher deems appropriate. The date designated by Publisher as the publication date — but no later than the date on which copies of the Work in any format first become available for public purchase — shall be the "**Publication Date**" for all purposes under this Agreement. If the Work is not published within the permitted period, Author's sole remedy shall be: (a) reversion of all rights in and to the Work to Author, subject to any licences already granted by Publisher to third parties; and (b) Author's right to retain any amounts previously paid by Publisher to Author.

12. **Editing and Publication Format.** Publisher shall have the right to edit and revise the Work for any purpose contemplated under this Agreement, provided that the meaning of the Work is not materially altered. Publisher shall also have the right to manufacture, distribute, advertise, promote, publish, and otherwise exploit all or any portion of the Work, alone or in conjunction with other content, at such times and in such style and manner as Publisher deems appropriate, including decisions regarding typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, and price. Publisher shall have the right to make any changes to the Work as advised by Publisher's legal counsel.

12.1 Publisher shall furnish Author with a proof of the Work. Author agrees to read, correct, and return all proofing materials within fourteen (14) calendar days after receipt. If Author fails to return corrected proofing materials within this period, Publisher may publish the Work without Author's corrections. Author shall pay the cost of all revisions to proofing materials other than corrections of spelling, grammatical, and typographical errors.

12.2 Revised Editions. Author agrees to revise the Work from time to time as Publisher may reasonably request during the Term of this Agreement. Each revision shall be treated as a separate work under the terms of this Agreement, and the manuscript for each revision shall be delivered to Publisher by the delivery date specified by Publisher after consultation with Author.

12.3 Any revisions, corrections, or new editions of the Work shall be made only with Author's prior written consent. Publisher shall not engage third parties to alter the Work without Author's express written approval, except that Publisher reserves the right to make changes when advised by its legal counsel to remove specific references in response to a legal claim.

PART 5 — PUBLICITY AND PROMOTION

13. **Publicity Rights.** Author irrevocably grants Publisher the non-exclusive right to use, and to licence others to use, Author's name, image, likeness, and biographical

material (as provided or approved by Author) in any and all media now known or hereafter devised, for the purposes of packaging, labelling, cataloguing, advertising, promotion, publicity, marketing, and other exploitation of the Work and of the rights granted under this Agreement.

14. **Time, Place, and Manner of Advertising and Promotion.** Publisher shall have the sole and absolute right to determine the time, place, method, and manner of Publisher's advertising, promotion, publicity, marketing, and other exploitation of the Work. Author may pursue independent promotion and publicity for the Work, provided that Author gives prior notice to Publisher.

15. **Author Promotion.** Author agrees to participate in the advertising, marketing, publicity, and promotion of the Work as reasonably requested by Publisher, after consultation with Author regarding Author's personal and professional availability.

PART 6 — ACCOUNTING

16. **Accounting.** Publisher shall render to Author, at the end of each calendar quarter, a statement of Net Revenues from sales of Publisher's editions and from other exploitation and disposition of rights in the Work, together with all other credits and debits relating to the Work and the rights granted under this Agreement. Publisher shall pay Author any amounts then owing within thirty (30) days following the close of that quarter.

16.1 Publisher shall have the right to debit Author's account for any amounts advanced by Publisher, any overpayment of Net Revenue shares, and any costs, charges, or expenses that Author is required to pay or reimburse under this Agreement.

16.2 Publisher shall have the right to maintain a reserve of 30% of Net Revenues derived from sales to booksellers, as a reserve against returns. If Net Revenue shares have been paid on copies that are subsequently returned, Publisher shall have the right to deduct the amount of such payments from any future payments to Author under this or any other agreement.

16.3 If any Claims (as defined in Section 18) are asserted against Author or Publisher, Publisher shall have the right to withhold Net Revenue shares and other payments otherwise payable under this Agreement as a reserve pending a final determination of those Claims. Publisher shall have the right to apply any amounts so withheld to the reduction, satisfaction, or settlement of such Claims.

16.4 Author shall have the right, upon reasonable prior notice and during normal business hours, but not more than once per year during the Term, to engage a Chartered Professional Accountant or other qualified representative to examine Publisher's books and records relating to the Work at the place where such records are regularly maintained. Any such examination shall be at Author's sole expense and may not be conducted by any person acting on a contingent fee basis (other than Author's literary agent in the ordinary course of the agent's representation of Author). Statements rendered under this Agreement shall be deemed final and

binding upon Author unless Author sets forth specific written objections and the basis for those objections within six (6) months after the date the statement was rendered.

PART 7 — ASSURANCES

17. Author's Representations and Warranties. Author represents and warrants to Publisher that: (a) the Work is not in the public domain; (b) Author is the sole proprietor of the Work and has full power and authority, free of any rights of any other person, to enter into this Agreement and to convey the rights granted herein; (c) the Work has not previously been published, in whole or in part, in any form other than through self-publishing; (d) to the best of Author's knowledge, the Work does not, and if published will not, infringe any copyright, trademark, or other proprietary right of any third party; (e) to the best of Author's knowledge, the Work contains no matter that is obscene, defamatory, in violation of any third party's right of privacy or publicity, or otherwise contrary to the rights of any third party; (f) all statements of fact in the Work are true, accurate, and complete as at the time of publication and are based on diligent research; (g) all advice and instruction in the Work is safe and sound, and is not negligent or defective in any manner; (h) the Work, if biographical or 'as told to' Author, is, to the best of Author's knowledge, authentic and accurate; and (i) Author will not enter into any agreement or understanding with any person or entity that might conflict with the rights granted to Publisher under this Agreement.

17.1 Notwithstanding Section 17(c), where the Work includes material that has previously been published in another form (such as white papers, blog posts, or articles), Publisher acknowledges this fact and agrees that such previously published material may remain publicly available and may be supplemented with additional content from the Work. Any such pre-existing publication shall be described in Schedule A.

18. Author's Indemnity of Publisher. Author shall indemnify, defend, and hold harmless Publisher, its subsidiaries and affiliates, and their respective shareholders, members, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives from and against any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("**Claims**") based on allegations which, if true, would constitute a breach of any of Author's representations or warranties under this Agreement, or any other obligation of Author under this Agreement, and from any and all liabilities, losses, damages, and expenses (including solicitors' fees and costs) arising therefrom.

18.1 Each party shall promptly give written notice to the other party of any Claims.

18.2 No compromise or settlement of any Claims shall be made or entered into without the prior written approval of Publisher.

18.3 In the event of any Claims, Publisher shall have the right to suspend payments otherwise due to Author under this Agreement as security for Author's obligations under this Section 18.

18.4 Author's representations, warranties, and indemnities set forth in Sections 17 and 18 shall extend to any person or entity against whom Claims are asserted by reason of the exploitation of the rights granted by Author under this Agreement. All such representations, warranties, and indemnities shall survive the termination or expiration of this Agreement.

18.5 Non-Competition. Author has not previously prepared or published, and has not participated in the preparation or publication of, any work that is substantially similar to the Work or that is likely to injure the sales of the Work, and Author shall not do so at any time during the Term of this Agreement.

19. Publisher's Reservation of Rights. Publisher reserves all rights under copyright, trademark, and other intellectual property laws in and to the title (including any series title), logotypes, trademarks, trade dress, formats, and other features of the Work as published and promoted by Publisher (collectively, "**Publisher's Marks**"), and any and all content that may be added to the Work by Publisher (collectively, "**Publisher's Content**").

20. Copyright Infringement. If a claim for copyright infringement or unfair competition arises at any time during the Term with respect to any of the rights that are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, all expenses (including solicitors' fees) and any recovery shall be shared equally. If the parties do not proceed jointly, each party shall bear its own costs of litigation and shall retain any recovery from that litigation. If the party proceeding separately does not hold record title to the copyright at issue, the other party hereby consents to the action being brought in its name. Notwithstanding the foregoing, Publisher has no obligation to initiate litigation on such claims and shall not be liable for any failure to do so.

PART 8 — CESSATION OF PUBLICATION

21. Reminders and Reversion of Rights. If Publisher determines that demand for the Work is no longer sufficient to justify its continued publication and sale, Publisher may dispose of remaining print-on-paper copies in any manner it deems appropriate. In such event, Author shall have the right, within two (2) weeks of receiving mandatory written notice from Publisher, to purchase some or all of such copies at the author discount set out in Schedule A. If Author declines, Publisher may dispose of the copies and shall pay Author a sum equal to 50% of the amounts actually received by Publisher in excess of the cost of manufacture.

21.1 If sales of the Work fall below 100 copies in any twelve (12)-month period, Author may terminate this Agreement upon sixty (60) days' written notice. Upon such termination, all rights in the Work granted by Author to Publisher under this Agreement, except the right to dispose of existing stock, shall revert to Author, subject to all rights previously granted and/or licensed by Publisher to third parties. Publisher shall have no further obligations or liabilities to Author except that Author's earned Net Revenue shares shall be paid when and as due.

21.2 Rights reverting to Author under the circumstances described in this Section 21 shall not include rights in Publisher's Marks and/or Publisher's Content, all of which are expressly reserved by Publisher. The Work shall not be deemed unavailable for purchase for the purposes of this Section so long as the Work is: (a) available for sale from stock held by Publisher, a distributor, or a licensee, or through regular sales channels; and/or (b) available for single-copy sales through print-on-demand, electronic book, or audio book formats.

22. Rights Surviving Termination. Upon the expiration or termination of this Agreement, any rights reverting to Author shall remain subject to all licences and other grants of rights previously made by Publisher to third parties under this Agreement, provided that no such licence or grant shall have a term greater than five (5) years unless expressly approved in writing by Author. All of Publisher's rights under such licences and grants, and all of Author's representations, warranties, and indemnities, shall survive the expiration or termination of this Agreement.

PART 9 — GENERAL PROVISIONS

23. Applicable Law. This Agreement, regardless of the place of its physical execution, shall be interpreted, construed, and governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

24. Jurisdiction and Venue. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, and the parties attorn to venue in the Regional Municipality of Halton, Ontario.

25. Modification and Waiver. This Agreement may not be modified or amended except by a written instrument signed by both parties. No waiver of any term, condition, breach, or default under this Agreement shall operate as a waiver of any other term, condition, breach, or default.

26. Severability. If any term or provision of this Agreement is found to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect and shall be enforceable in accordance with its remaining terms and conditions.

27. Notices. Any written notice or delivery under this Agreement that affects the substantial rights of a party shall be deemed properly made if sent by traceable electronic mail or by regular mail via Canada Post to the addresses set forth above, or to such other address as a party may designate by written notice. Author and Publisher agree to accept service of process at such addresses.

28. Right to Withdraw Offer. Publisher shall have the right to withdraw its offer to enter into this Agreement at any time prior to the delivery of a fully executed copy of this Agreement to Publisher.

29. Headings. The headings used in this Agreement are included for convenience of reference only and shall not be considered part of this Agreement or used to interpret its provisions.

30. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of: (a) the heirs, executors, administrators, successors, and permitted assigns of Author; and (b) the successors, assigns, and licensees of Publisher. Publisher may assign this Agreement or any of its rights and obligations under this Agreement without Author's consent. Author may not assign any right or delegate any duty under this Agreement (except the right to receive Net Revenue shares) without the prior written consent of Publisher.

30.1 Without limiting the foregoing, Publisher may, without Author's consent, transfer this Agreement and/or any of its rights and obligations under this Agreement as part of a change of ownership of Publisher or a sale of all or substantially all of Publisher's assets. No such transaction shall be included in the calculation of Net Revenues, and no portion of the consideration received by Publisher in connection with such a transaction shall be owing to Author.

30.2 Publisher may assign, grant, or licence any or all of its rights under this Agreement to related persons or entities, including parents, subsidiaries, partners, and/or joint venturers, on terms reasonably comparable to an arm's length transaction.

31. **Legal Fees.** In any action arising under this Agreement, including litigation and arbitration, each party shall bear its own legal fees and costs.

32. **Force Majeure.** Publisher's obligations under this Agreement shall be extended by a period equal to any period during which Publisher is prevented from performing those obligations by reason of circumstances beyond Publisher's reasonable control (including, by way of example, fire, flood, strike, pandemic, or acts of God).

33. **Entire Agreement.** This Agreement, including all schedules, riders, and amendments attached hereto, constitutes the complete and entire agreement between Author and Publisher with respect to the Work and supersedes and replaces all prior negotiations, representations, and communications between the parties relating thereto.

34. **Independent Parties.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties. Nothing in this Agreement creates or shall be construed to create any employment, partnership, joint venture, joint authorship, trust, fiduciary, or other legal relationship between Author and Publisher.

35. **Insolvency.** If a petition in bankruptcy or an application for reorganisation or receivership is filed by or against Publisher, or if Publisher makes an assignment for the general benefit of creditors, Author may terminate this Agreement by written notice delivered within sixty (60) days after any such event, and all rights granted to Publisher by Author shall thereupon revert to Author.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Publisher: Northern Forest Publishing Inc.

905 – 6 John Street, Oakville, Ontario,
Canada L6K 3T1

Signature:

Kevin R. Coleman, Publisher
Date:

Author: [Author Name]

[insert author address]

Signature:

[Author Name], Author
Date:

SCHEDULE A

Work Details and Commercial Terms

Title of the Work: [Title]

Author: [Author Name]

Effective Date: [Date of Contract]

Term: 5 years

Net Revenues Sharing Schedule

Print and electronic sales (Publisher's edition): 70% of Net Revenues

Direct Sales by Publisher: 50% of Net Revenues, after deduction of printing & shipping expense from the sale price. "Direct Sales" means sales by Publisher at trade shows or other exhibitor events.

Author's Copies — Pricing for Additional Purchases

Print-on-Demand copies (e.g., Amazon, Ingram Spark): Author pays 50% of the list price, plus shipping and incidentals.

Copies from other custom printers: Author pays cost of printing, shipping, unrecoverable taxes, an administrative fee of \$200.00, and bank transaction fees of 1% to 4.5% as incurred, depending on payment method.

Formats to Be Produced

- eBook
- Trade Paperback
- Hardcover (case laminate)

Imprint

Publisher's imprint: Northern Forest Publishing

Distribution Channels

Print: Amazon, Ingram Spark, Whitehots, Library Bound

eBook: Amazon KDP, Apple Books, Nook, Kobo, Google Books, Everand, Smashwords, Tolino, OverDrive, cloudLibrary, Baker & Taylor, BorrowBox, Hoopla, Vivlio, Palace Marketplace, Odilo, Gardners, Fable (via Draft2Digital)

Pre-Existing Published Material (ref. Section 17.1)

Description: None

Initials — Publisher: _____ Author: _____