

OpusExpo Inc.

Publishing Agreement

This Publishing Agreement is between you ("**you**") and OpusExpo Inc. ("**OpusExpo**")

THE FOLLOWING SETS OUT THE AGREEMENT BETWEEN YOU AND OPUSEXPO UNDER WHICH YOU MAY SUBMIT MATERIAL TO OPUSEXPO FOR PUBLICATION. BY SUBMITTING ANY MATERIAL TO OPUSEXPO FOR PUBLICATION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT YOU MAY NOT SUBMIT ANY MATERIAL TO OPUSEXPO FOR PUBLICATION.

YOU MAY NOT SUBMIT MATERIAL IF YOU HAVE NOT REACHED THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE.

License

During the term of this Agreement, you grant to OpusExpo the exclusive right throughout the World to publish, reproduce, broadcast, perform, telecommunicate, distribute, rent, sell and otherwise exploit in any manner whatsoever any material or content (each a "**Work**") that you submit to OpusExpo for publication. These rights shall include, without limitation: hardcover and paperback book formats, audio cassette/disc, electronic rights including the right to publish the Work over the Internet, periodical rights and foreign language rights.

Term and Renewal

This Agreement will be in effect from the date the Work is submitted by you to OpusExpo for publication and for a period of two (2) years from the date OpusExpo causes the Work to be published. This Agreement shall thereafter automatically renew for successive two (2) year periods unless either party provides at least thirty (30) days written notice of termination to the other party prior to the end of the then current term and, in which case, this Agreement will automatically terminate at the end of the then current term.

Amended Agreement

From time to time OpusExpo may amend this Agreement by posting a new agreement in place of this one. Any Work that was submitted prior to the amended Agreement coming into effect shall be governed by the Agreement in effect at the time the Work was submitted. Notwithstanding the foregoing, in the event the Term is renewed, as provided above, then OpusExpo reserves the right to require that the amended Agreement apply to the Work. In that case, you will be required to sign the amended Agreement. If you do not wish to be bound by the amended Agreement then simply refuse to sign the amended Agreement and, in which case, this Agreement will terminate.

Exclusivity

During the term of this Agreement, you agree to not publish or permit your Work to be published anywhere else in any manner whatsoever.

Movie and Television Rights

Notwithstanding the other provisions in this Agreement, each of OpusExpo and you may identify and pursue potential opportunities in respect of the adaptation of the Work for purposes other than in book form, including, cinema, television, radio and theatre. If an agreement is entered into and either 1) the opportunity was identified by OpusExpo, 2) the other party was identified by OpusExpo, 3) OpusExpo assisted with the negotiation of agreement, or 4) OpusExpo provided advice to you in respect of the negotiation of deal or the agreement then OpusExpo shall be entitled to twenty five percent (25%) of all payments that you are entitled to receive, either directly or indirectly, in connection with that agreement or deal and all renewals, extensions and replacements of the same as well in respect of any agreements in respect of any sequels and/or prequels to such Work entered into by you and such other party. OpusExpo may not enter into any of these agreements without your written consent.

Copyright in the Work

Nothing in this Agreement shall operate to transfer any copyright in the Work to OpusExpo or any third party.

Authorship

At all times, you will be identified as the author of the Work.

Submission of Work

You also agree to abide by any requirements of OpusExpo regarding submission of a Work, including any requirements as to format.

The submitted Work must be complete and shall include all supplementary material such as, for example, screen captures, captions, illustrations, tables, charts, titles, drawings, photographs, author information and bibliography.

In order to submit a Work, you will be required to provide certain information, including some of your personal information. You agree to (a) provide true, accurate, current and complete information about yourself as requested and (b) promptly inform OpusExpo of any updates to this information as required to keep it true, accurate, current and complete.

Editing Work

OpusExpo's editor(s) shall have the right to alter, edit, update and/or modify the Work in any manner whatsoever. You shall cooperate in a timely manner with OpusExpo's editor(s) in regards to the same.

OpusExpo may submit a final proof to you for proofreading. You will be allowed ten (10) days to make typographical corrections, but you may not otherwise change the Work.

Acceptance

OpusExpo shall have the right to not accept any Work that is submitted for any reason. All such decisions shall be at the sole discretion of OpusExpo and OpusExpo shall not be required to provide any reason regarding the same. OpusExpo will provide notice to you of any non-acceptance.

In the event the Work is not accepted for publication, this Agreement will automatically terminate.

Production, Publication and Promotion.

OpusExpo may publish, at its own expense, the Work in hardcopy and/or softcopy at OpusExpo's discretion, and may engage others to publish the Work. You agree and understand that OpusExpo's primary means of publication will be to publish the Work electronically over the Internet and that OpusExpo may choose not to publish the Work by any other means.

OpusExpo shall have the right: 1) to publish the Work in such style, manner and under such imprint, including cover design, illustrations and title as it deems best suited for the sale of the Work; 2) to fix and/or alter the prices at which the Work shall be sold; 3) determine the method and means of distribution, including in series; 4) to determine the method and means of advertising, publicizing and selling the Work. You may provide suggestions if you so wish.

OpusExpo may publish excerpts of the Work in aid of marketing and promoting the Work.

Royalties

In consideration of your submission of the Work, the licenses granted herein and the fulfillment of your obligations herein, OpusExpo will pay to you twenty five percent (25%) of OpusExpo's gross receipts which arise as a result of any exploitation of the Work. Notwithstanding the foregoing, no royalties will be payable on the first 25 copies of the Work which are sold.

OpusExpo's gross receipts are defined as all monies actually received by OpusExpo from the exploitation of the Work less any publishing costs, distribution costs, refunds, returns or trade credits paid or granted by OpusExpo in connection with its exploitation of the Work.

It may be necessary to employ agents to assist in the publication of the Work. All commissions and amounts paid to such agents will be deducted from OpusExpo's gross receipts for the purposes of calculating the royalty.

As well, any license fees paid by OpusExpo to any third party for any content that may be included with the Work will be deducted from OpusExpo's gross receipts for the purposes of calculating the royalty.

OpusExpo shall pay the royalty to you once every calendar month unless the amount of payment is less than ten dollars (\$10), then such amount shall be carried over to the next calendar month. Royalties will be paid by cheque, mailed to the address you provide and will be paid in Canadian dollars.

OpusExpo shall render statements of the gross receipts received in each quarter. OpusExpo may be dependent on others for this information. This dependence may delay the issuance of the statements.

You shall be entitled to have an accountant audit the books and records of OpusExpo, at your expense, in order to verify the amount of the royalties due hereunder. However, such accountant shall first enter into a confidentiality agreement with OpusExpo and only report to you the results of the audit pertaining to your royalties.

Additional Requirements

You shall not submit any Work:

- which is false or misleading or contains false or misleading information;

- which is defamatory, libellous, harassing, threatening or hateful of or to any person or organization;
- which infringes or potentially infringes any third party intellectual property or proprietary right including without limitation, copyright, trademark or trade secret;
- which infringes or potentially infringes any third party right of publicity or right of privacy;
- which is harmful or potentially harmful to any individual including, without limitation, that which places any person's health or safety at risk;
- which is harmful or potentially harmful to any computer system including, without limitation, that which places the integrity or security of any computer system at risk or distribute any virus, Trojan horse, worm, time bomb, spyware or other harmful or invasive computer program;
- which in any way violates any federal, state or provincial law, statute, ordinance or regulation in any jurisdiction including without limitation those relating to export control, consumer protection, unfair competition, discrimination or false advertising;
- which creates liability or damage or potentially creates liability or damage to OpusExpo or its service providers; or
- which creates damage or potentially creates damage to OpusExpo's computer systems.

You shall not use our services or the Website to commit any illegal or dishonest act or any act of fraud.

You agree that you shall not use any automatic means, including software, to interfere with or attempt to interfere with the Website or any related service or their use by any other user. You agree not to cause any unreasonable burden or load on the Website or its computer systems.

You shall not use "spam" or employ any method that is generally considered to be not in keeping with good web etiquette to market or promote your Work.

Your Representations and Warranties

You warrant and represent to OpusExpo:

- that you are the sole author of the Work and for those portions of the Work for which you are not the sole author, you have obtained all required licenses to enable OpusExpo to publish the Work as contemplated herein;
- that you have not granted any rights in the Work to any third party;
- that by entering into this Agreement, you will not be in breach or in conflict or potentially in breach or conflict with any other agreement you have with any third party;
- that the statements contained in the Work purporting to be facts are true;
- that the Work does not contain any libelous or unlawful material or is otherwise contrary to law;

- that the publication of the Work will not invade any right of privacy or breach any right of publicity; and
- that the publication of the Work will not infringe any copyright or other proprietary right of any third party.

Permission and Use Fees.

If a license from any third parties is required for the publication of any material contained in the Work, including any illustrations or photos, or for the exercise of any other right granted by this Agreement, you agree to obtain such licenses, at your own cost. You must provide a copy of all such licenses at the time you submit the Work.

Indemnity

You agree to indemnify and hold OpusExpo, its employees, officers, directors, agents and partners harmless from any and all claims, suits and demands made by anyone, as well as all losses, costs, expenses and damages, including reasonable attorney fees, incurred or suffered by OpusExpo, as a result of or arising in connection with any breach or alleged breach of this Agreement or any representation or warranty contained herein, including, without limitation, in connection with any claim that the Work infringes any third party right.

Copies of the Work

You are required to keep a paper copy and an electronic copy of the Work. You agree that you will not hold OpusExpo liable in the event there is any damage to or loss of any Work that is in OpusExpo's possession.

Intellectual Property

OpusExpo has certain protectable proprietary rights in its Website, including copyrights and trademarks. You may not modify, copy, publish, republish, transmit, sell, create derivative works, display, frame or in any way exploit any content contained on the Website other than as explicitly permitted as set out on the Website.

OpusExpo owns the trademarks used in its business, including "OpusExpo". You may not use any of these trademarks during or after the termination of this Agreement without the written consent of OpusExpo.

Other than the licenses granted herein, you shall retain all rights to the Work, including copyright.

Website

You agree that OpusExpo will not be liable for any delay or unavailability of any of the Website or related services, whether due to any act or omission of OpusExpo or any act or omission of any third party.

OpusExpo may change, add to or delete from its Website or any related services at any time without notice. You agree to bear all risks, costs and damages that you may incur or suffer as a result of those changes.

OpusExpo Warranty Disclaimer

THE PUBLICATION SERVICES AND ANY RELATED SERVICES AND THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE USED BY YOU AT YOUR SOLE RISK. IN RESPECT OF SAME, OPUSEXPO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, AND SPECIFICALLY DISCLAIMS THE SAME INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING SUITABILITY, ADEQUACY, TIMELINESS, CORRECTNESS, THE RESULTS TO BE OBTAINED OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING THOSE IMPLIED BY STATUTE. THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS, VIRUSES OR OTHER LIMITATIONS. OPUSEXPO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY SUCH BUGS, ERRORS, PROBLEMS OR VIRUSES OR OTHER LIMITATIONS.

Limited Liability

IN NO EVENT SHALL OPUSEXPO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PUBLICATION SERVICES OR ANY RELATED SERVICES OR THE USE OR INABILITY TO USE THE WEBSITE AND OPUSEXPO SHALL NOT INCUR ANY LIABILITY AS A RESULT OF THE SAME EVEN IF CAUSED BY THE NEGLIGENCE OF OPUSEXPO OR ANY ACT OR OMISSION OF OPUSEXPO AND WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT OPUSEXPO WAS TOLD OF THE POSSIBILITY OF THE SAME.

IN ALL OTHER CIRCUMSTANCES OPUSEXPO'S TOTAL AGGREGATE LIABILITY TO YOU, HOWEVER ARISING, SHALL BE LIMITED TO THE GREATER OF, \$10.00 (CDN) AND THE AMOUNT DUE TO YOU, AND NOT ALREADY PAID, FOR ROYALTIES PAYABLE IN ACCORDANCE WITH THIS AGREEMENT, BASED ON THE GROSS RECEIPTS AS DEFINED HEREIN.

Termination

OpusExpo may terminate this Agreement in the event OpusExpo reasonably believes that you are in breach of this Agreement or if at any time, OpusExpo determines, in its sole discretion, that demand for the Work is insufficient to justify continued publication. In each case, OpusExpo will provide notice of termination to you.

You may terminate this Agreement on notice if OpusExpo fails to provide notice of acceptance or declination of the Work within six (6) months of your submission of the Work to OpusExpo or within six (6) months of your submission of any revised version of the Work, whichever is later. For such termination to be effective, you must provide written notice of termination to OpusExpo within 14 days of the occurrence of the default. The foregoing right of termination shall not be available in the event you do not respond in a timely manner to any requests for information or assistance when reasonably requested by OpusExpo.

Upon termination, all rights hereby granted to OpusExpo, shall revert back to you, subject, however, to any rights granted by OpusExpo to any third parties prior to the termination including any licenses and options granted by OpusExpo, provided however, OpusExpo shall continue to pay to you the royalties payable as set out herein.

In the event of termination, OpusExpo may continue to sell all hardcopies of the Work that are in existence at the date of termination in the ordinary course of its business. Alternatively, OpusExpo may destroy the same.

Notwithstanding the termination or expiration of this Agreement for any reason, the provisions of this Agreement relating to movie and television rights, indemnity, intellectual property, OpusExpo warranty disclaimer, limited liability and governing law shall survive such termination or expiration.

Excusable Non-performance

Each party shall be relieved from its obligations in this Agreement to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, public enemies, war, acts of terrorism, civil disorder, communications failures, fire, flood, explosion, labour disputes or strikes, any acts or orders of any governmental authority, or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications equipment or the Internet

Competitive Works

You recognize that OpusExpo might exploit material written by others which may be competitive to the Work as long as OpusExpo continues to publish your Work as contemplated herein.

Separate Agreement for Each Work

This Agreement shall apply in respect of the particular Work that was submitted. The termination of this Agreement in respect of the Work shall not affect any other agreement in effect between the parties. In the event a different form of this agreement is in effect on the day another work was submitted, that form of agreement shall apply in respect of that particular work.

Assignment/Sublicense

OpusExpo may assign any rights granted to OpusExpo under this Agreement and may sublicense any such rights to any third party.

Withholding Taxes

OpusExpo shall be entitled to deduct from payment and to withhold and remit to the appropriate governmental agency any taxes, assessments or other governmental charges or withholdings that OpusExpo is required by law to withhold and remit.

No Agency

The parties are independent entities and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended nor created by this Agreement and neither party shall state or imply anything to the contrary.

No Waiver

OpusExpo's failure to insist upon or enforce strict compliance with any provision of this Agreement shall not be construed as a waiver of any provision or right of the same or different type in the future.

Entire Agreement

The terms and conditions set out in this Agreement constitute the entire terms and conditions with respect to the submission and publication of the Work and the relationship between the parties for the purposes of the same.

Governing Law

This Agreement, the submission and publication of the Work and the relationship between the parties for the purposes of the same and the resolution of any dispute arising between the parties shall be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflict of laws. You agree that any legal action or proceeding between you and OpusExpo that in any way concerns this Agreement or the Work shall be brought exclusively in the courts of Alberta. Notwithstanding the foregoing, either party may apply to any court of competent jurisdictions to obtain injunctive relief. OpusExpo is headquartered in Alberta, Canada.

In the event any action or proceeding is brought because of an alleged dispute, breach or default in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees in connection with such action or proceeding, in addition to all other recovery and relief.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

Headings

Headings are for reference purposes only and shall not be used in the interpretation of this Agreement.

Required Information

Author's Name: _____

Title of the Work: _____

Phone Number, including Country Code and Area Code: _____

Email Address: _____

Mailing Address: _____

I, the author of the Work, hereby agree to the terms and conditions set out in this Publishing Agreement:

Author's Signature: _____

Date: _____