



Welcome.

We are excited to partner with you on this and future projects. Attached please find the following documents

Publishing Agreement (Sign and fill in Address, phone, and email. Check off any and all additional services/products you would like)

IRS W-9

Fill in the following information:

- Name: _____
- Title of Work: _____
- Genre: Fiction: SciFi Fantasy Mystery Western Romance Action/Adventure
 Children's Classic Poetry
 Non-Fiction: Biography Travel Self-Help
- US Copyright number (if applicable): _____
- # Pages: _____

Please fill out, sign, and return ALL documents via one of the following methods:

- Scan and email to: legal@tholianwebpublishing.com
- Fax to: 904.414.4929
- US Mail:
TholianWeb Productions, Inc.
13820-113 St. Augustine Rd. #180
Jacksonville, FL 32258

Once returned, we will verify services



Publishing Agreement

This Agreement is between TholianWeb Productions, Inc. ("Publisher"), a Florida corporation and

_____ ("Author") for the work entitled:

_____ ("Work").

For good and valuable consideration, the receipt of which is hereby acknowledged, Author grants to the Publisher non-exclusive rights to publish the Work in print and electronic media, in whole or in part, to distribute the Work throughout the world, and to promote the Work in print and electronic media.

Publisher will, upon receipt of a signed Agreement, acceptable files, and payment:

1. Assign an ISBN from Publisher's block and submit it into the wholesale channel
2. Create a barcode of the ISBN for the back cover of the Work (necessary for retail sales)
3. Not be held responsible for any editing, spelling errors, grammar, punctuation, style of work, page numbering, or corrupted files, and the like
4. Reserve the right to reject any work for any reason at any time
5. Reserve the right to market the Work using methods Publisher deems appropriate
6. Charge fees for services as per Fee Schedule Addendum and is hereto included
7. Pay royalties as per Royalty Schedule Addendum and is hereto included

Author:

1. Agrees to pay all fees as per the Fee Schedule Addendum. This is a checklist of standard and a-la-carte services that Author may or may not choose from. Additional services are available on our website at <http://www.TholianWebPublishing.com/store>.
2. Agrees to pay, if the website option is selected, the yearly maintenance and domain registration fee as per the Fee Schedule Addendum.
3. May purchase books direct from Publisher for the "Publisher Direct Total Unit Cost" as per the Fee Schedule Addendum. **Note:** royalties are **NOT** paid on direct orders placed by the Author. The Author is free to resell, give away, etc. at their discretion.
4. Will send a copy of the Copyright Certificate (if self copyright) to Publisher as soon as it is stamped and returned to the Author by the Library of Congress.
5. If Publisher is submitting copyright on Author's behalf, then Author hereby assigns all rights and permissions to allow Publisher to file copyright on Author's behalf. This is simply granting authority to Publisher to file copyright and does not assign copyright itself to Publisher. Author retains copyright. Publisher will forward Copyright Certificate to Author when received from Library of Congress, keeping a copy for Publisher records.
6. Maintains that they are the sole author and owner of the copyright and all of the contents of the Work and has full power to enter into this Agreement, that Author has not engaged in plagiarism with respect to the Work and that any material copyrighted by others and contained in the Work will be so noted, and a copy of the cited writer's permission by the Author must be enclosed in the Work
7. Guarantees to the Publisher that the Work is accurate, is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state, or local law, statute, or code, and further agrees to hold Publisher, its employees, directors, shareholders, representatives, heirs, and assigns, harmless for any damages resulting from any litigation resulting from publication of the Work
8. Further guarantees Publisher that the Work, if fictional, is not based on any actual events, places, or persons, living or dead
9. Agrees that Publisher shall not in any way acquire ownership of the Work. The Author is free to pursue any and all publishing ventures. Author should note that entering into multiple publishing deals for the same work will undercut all sales channels and may be grounds for Publisher to terminate the Agreement as the Author has artificially made the Agreement not profitable for both Publisher and Author.

10. Retains all subsidiary rights including theater, film, and television rights to the Work
11. Agrees to allow Publisher to send Author email during the course of their relationship. This includes, but not limited to, notices of invoices, royalties, changes to fees or royalties, etc. Publisher will NOT sell, rent, or otherwise provide email or any contact information to third parties, except as directed by court order or federal, state, or local law, statute, or code.
12. Understands that any changes made to the Work (once submitted to us) that are no fault of the Publisher, will be made solely at the Author's request and expense.
13. Agrees to allow Publisher to make minor formatting changes to formatted submissions to include, but not limited to, specification of publisher information, copyright, ISBN, barcodes, blank pages to match page formulas, etc. If edits cause major formatting changes, the file will be returned to Author for their approval.
14. Will provide properly filled out IRS approved documents to facilitate royalty payment.
15. Agrees that Author is acting as an Independent Contractor and this Agreement in no way constitutes employment or offer of employment with Publisher.

General:

1. This Agreement shall be governed by the laws of the State of Florida, USA.
2. This Agreement shall extend for two (2) years after the date the Publisher first releases Work for publication. This Agreement shall automatically renew for consecutive one (1) year terms if neither party gives sixty (60) days written notice that it desires to terminate this agreement and Author pays the yearly catalog fee as per the Fee Schedule Addendum.
3. All monetary transactions are in US Dollars and quoted for US customers. Additional charges for non-US addresses may apply.
4. This written Agreement contains all the terms and conditions, and supersedes any other agreement, oral, written, or otherwise construed as a prior agreement between the Author and Publisher.
5. This Agreement cannot be appended, changed, modified, word or words added or deleted, except by the mutual written agreement by the Author and Publisher (with the exception of the Fee Schedule and Royalty Schedule Addendums: they may be modified at any time by Publisher); and further is binding upon the heirs, executors, administrators, and assigns of the Author and Publisher.
6. This Agreement may be terminated by Author or Publisher by giving the other party sixty (60) days written notice.
7. While Publisher offers several different marketing options, Publisher does not warrant or guarantee any volume of sales will be generated by any marketing option undertaken.
8. It is acknowledged that errors (such as mis-shipments, quantity/title discrepancies, missed delivery dates, etc) will occur from time to time in the normal, ongoing course of business. If an error occurs and it is Publishers fault, it will be corrected by Publisher at its cost by means it deems appropriate. These shall be the exclusive remedies for errors and Publisher shall have no further liability.

This Agreement entered into on this date _____ by:

 Gary L. Zeiger, President

 TholianWeb Productions, Inc.
 13820-113 St. Augustine Rd. #180
 Jacksonville, FL 32258
 904.292.2430
 gary@tholianweb.com

 Author: _____
 Address: _____

 Phone: _____
 Email: _____

If Author is under the age of 18:

 Author's Parent or Legal Guardian Name:

Address: _____

Phone: _____ Email: _____

Fee Schedule Addendum

Rev 4 - Effective 05/01/2011

INSTRUCTIONS: Please check the additional services you would like Publisher to perform. You must choose *Title Setup* and/or *e-Book Setup – Kindle* at a minimum.

Title Setup (submission by ready-to-go digital files – required for print publication) **\$399**

- Provide us with your manuscript in Microsoft Word or text format and your cover art in digital format (300 dpi .tiff or png files) and we will format it for you. Heavy formatting and art correction may incur additional charges.
- Submission to the worldwide wholesale channels: Baker & Taylor and Ingram (these are the wholesalers that bookstores purchase from); Amazon.com, etc.
- Proof Copy

Please select **ONE*** of the Trim sizes from the table below

Color Cover, B&W Interior				
<i>Size & type</i>	<i>Trim size (inches)</i>	<i>Paper</i>	<i>Page count</i>	
			Min	Max
Small paperback Perfect Bound, 4-color cover, gloss laminate	<input type="checkbox"/> 6x9	Crème 55lb.	18	1050
	<input type="checkbox"/> 6x9	White 50lb.	18	1200
Large paperback Perfect bound, 4-color cover, gloss laminate	<input type="checkbox"/> 8x10, <input type="checkbox"/> 8.5x11	White 50lb.	18	1200
Small hardcover: 4-color laminate w/o jacket or Stamped cloth with or without jacket	<input type="checkbox"/> 6x9	Crème 55lb.	18	1050
	<input type="checkbox"/> 6.14x9.21	White 50lb.	18	1200
Large hardcover 4-color laminate cover	<input type="checkbox"/> 7x10, <input type="checkbox"/> 8.5x11	White 50lb.	18	1200
Color Cover, Color Interior				
<i>Size & type</i>	<i>Trim size (inches)</i>	<i>Paper</i>	<i>Page count</i>	
			Min	Max
Small paperback Saddle stitch	<input type="checkbox"/> 5.5x8.5	White 70lb.	4	48
Small paperback Perfect bind, case laminate	<input type="checkbox"/> 5.5x8.5	White 70lb.	24	480
Medium paperback Saddle stitch	<input type="checkbox"/> 6x9	White 70lb.	4	48
Medium paperback Perfect bind, case laminate	<input type="checkbox"/> 6x9	White 70lb.	24	480
Large paperback Saddle stitch	<input type="checkbox"/> 8x10, <input type="checkbox"/> 8.5x11	White 70lb.	4	48
Large paperback Perfect bind, case laminate	<input type="checkbox"/> 8x10, <input type="checkbox"/> 8.5x11	White 70lb.	24	480
Small hardcover: Saddle stitch	<input type="checkbox"/> 5.5x8.5	White 70lb.	4	48
Small hardcover: Perfect bind, case laminate w/o jacket or stamped cloth with or without jacket	<input type="checkbox"/> 5.5x8.5	White 70lb.	24	480
Medium hardcover: Saddle stitch	<input type="checkbox"/> 6x9	White 70lb.	4	48
Medium hardcover: Perfect bind, case laminate w/o jacket or stamped cloth with or without jacket	<input type="checkbox"/> 6x9	White 70lb.	24	480
Large hardcover Saddle stitch	<input type="checkbox"/> 8x10, <input type="checkbox"/> 8.5x11	White 70lb.	4	48
Large hardcover Perfect bind, case laminate	<input type="checkbox"/> 8x10, <input type="checkbox"/> 8.5x11	White 70lb.	24	480
These are the standard sizes, but other sizes are available				

- Hardcover: Stamped cover: 100% cloth fabric cover only w/gold foil author/title on spine **\$25**
- eBook Setup: **\$99**
- We will format your Work for a variety of digital readers, including, but not limited to, Kindle, Nook, Apple, Diesel, Kobo, Sony, Aldiko, Stanza. Rate for this is \$65/hour and generally takes 2 hours for a typical cover and text. More or less time spent will be billed or credited accordingly.
- Chapter 1 preview **\$90**
- We will create a flip page preview of your 1st chapter and make it available on our ordering website as well as on your website (if we maintain it) or provide you a link to incorporate it into your website.
- Cover Art Design: **TBD**
- This is a totally custom service. We will put you in touch with one of our artists who will provide a concept sketch and a price. 50% will be due at time of sketch acceptance; remainder due at time of final art acceptance.
 - Please let us know if you desire to copyright the artwork. Otherwise Publisher reserves right to copyright artwork to protect the Work.
- Scan Cover: **\$35**
- If you wish us to scan the cover for you, please send it to us UNFOLDED and include a cover sheet with your Production ID.
- Transcribe Text: *Coming Soon*
- We will transcribe your written manuscript to digital format and send it back to you for approval. Please send it to us UNFOLDED and include a cover sheet with your Production ID.
- Proofing Services: **TBD**
- Due to the custom nature of this service, we will put you in touch with one of our editors who will work directly with you. There are 3 levels of editing: Proofreading, Copy Editing, & Heavy Editing ranging in price from \$0.01 - \$0.05 per word. We also offer a test-drive: the first 2,000 words of your manuscript will be reviewed for free as you may find that you make some errors consistently. By fixing these errors elsewhere in your work before editing starts, you may save both time and money.
- Copyright Service – Cover Art: **\$70**
- We will submit the Cover Art to the US Copyright Office on your behalf.
 - Please CLEARLY spell out the name you would like to use for the copyright:
-
- Copyright Service - Manuscript: **\$70**
- We will submit the Work to the US Copyright Office on your behalf.
 - Please CLEARLY spell out the name you would like to use for the copyright:
-
- Ingram Advance: **\$60**
- A monthly catalog that is distributed to booksellers and libraries around the world. Titles are eligible to be included in *Ingram Advance* only once, when they are first released. With this marketing service, Ingram will produce a short paragraph describing the title. Retail pricing and a black & white cover image will also be included. This is available **ONLY** at the time a title is submitted to the Publisher for initial set-up. Titles submitted to *Ingram Advance* will not appear in the catalog until 3-4 months after the title has been approved to print.
- Library of Congress Service: **\$40**
- We will submit the Work to the Library of Congress Catalog on your behalf.
- Bookstore Return Program: **\$699**
- Books printed are considered non-returnable. This can be a deterrent to some bookstores.

- Entice bookstores to stock your book by allowing them to return unsold titles, increasing your chances that a bookstore will be willing to stock your book. Enrolling in the program eliminates the bookstore's risk of losing money on unsold inventory and will be more likely to stock the book since they can return it for complete refund. The icing on the cake is that the Author retains the royalty for every book sold, whether returned or not.
- This fee is for the first year. Subsequent years will be invoiced at \$300 per year if you choose to renew it.

Book Stock: _____ # books x _____ Publisher Direct Total Unit Cost = \$ _____

- Order a stock of books for yourself to sell, give away to friends and family, etc. Min. order of 10 please.
- The "Publisher Direct Total Unit Cost" as provided below. Don't use the "Wholesale" one.
- Be sure to adjust the Publisher Direct Total Unit Cost for any quantity discount!
- **NO** royalties are paid on these books as they are special Author pricing only!

Marketing Kit: **\$111**

- Full color glossy picture of your cover on the front; brief "About the Book" and ordering information on back
- 250 Business Cards
- 100 Post Cards
- 250 Bookmarks

Book Signing Kit: **\$154**

- Full color glossy picture of your cover on the front (postcard: ordering info; poster & postcard: blank spots for "Where" & "When"; flyers have sections for "About the Book", "About the Author", and ordering information)
- 10 Posters (approx 12x18)
- 100 Flyers (8.5x11, aqueous coating)
- 100 Postcard invitations

■ **Individual kit, additional marketing items, & Author book pricing:**

- Can be ordered online at our store: <http://www.TholianWebPublishing.com/store> click on *Author Services* category at top left.
- Books available by searching for your title after logging into your account

Website: **\$99**

- Will create and host a simple website that will feature:
 - Your Photo & Bio
 - A blog that you can maintain
 - Link(s) to your books that you publish through us (additional fee if you want links to other books published elsewhere)
- Will register your name as a domain name (or another one you choose), pending availability. If you already have one registered, we will assist you in pointing it to our servers
- Domain name fee (as set by Domain Registrar) and/or \$25 hosting fee will be billed annually. Failure to pay either will result in website cancellation.
- See www.GaryZeiger.com as an example.

GRAND TOTAL: **\$ _____**

Once we receive your signed paperwork, we will double check the math and make sure your page counts are correct. We will make any corrections, add applicable sales tax, and you will receive a PayPal invoice from us via email. Once the invoice is paid, your project will be queued into our system for production.

Per Book Costs

Wholesale

Wholesale is where books are ordered from a retail establishment (i.e. a bookstore, amazon.com, etc) and they in turn order directly from our printing partner that services the wholesale channel at a discount. The following table illustrates the total cost per unit of a book to the Author when ordered through the wholesale channel

Color Cover, B&W Interior										
Wholesale Orders	Small paperback	Large paperback	Small hardcover	Large hardcover						
<p><i>A print on demand model that allows you to have your titles access the largest wholesale distribution channels in the world. You are compensated for every copy sold.</i></p> <p>Example (small paperback):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">\$1.90 per unit</td> <td style="width: 20%; text-align: right;">\$1.90</td> </tr> <tr> <td>+ 300 pages x \$0.013</td> <td style="text-align: right;"><u>\$3.90</u></td> </tr> <tr> <td>Total cost per unit</td> <td style="text-align: right;">\$5.80</td> </tr> </table>	\$1.90 per unit	\$1.90	+ 300 pages x \$0.013	<u>\$3.90</u>	Total cost per unit	\$5.80	<p>18-44 pages \$2.48 per unit</p> <p>48-104 pages \$3.30 per unit</p> <p>108+ pages \$1.90 per unit + \$0.013per page</p>	<p>18-44 pages \$3.09 per unit</p> <p>48 – 104 pages \$4.24 per unit</p> <p>108+ pages \$2.30 per unit + \$0.018 per page</p>	<p>108+ pages \$7.00 per unit + \$0.013 per page</p> <p>108+ pages With jacket \$8.55 per unit +\$0.013 per page</p>	<p>108+ pages \$7.00 per unit + \$0.018 per page</p>
\$1.90 per unit	\$1.90									
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Color Cover, Color Interior												
Wholesale Orders	Small paperback	Medium paperback	Large paperback	Small hardcover	Medium hardcover	Large Hardcover						
<p><i>A print on demand model that allows you to have your titles access the largest wholesale distribution channels in the world. You are compensated for every copy sold.</i></p> <p>Example (medium paperback):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">\$2.00 per unit</td> <td style="width: 20%; text-align: right;">\$2.00</td> </tr> <tr> <td>+ 100 pages x \$0.09</td> <td style="text-align: right;"><u>\$9.00</u></td> </tr> <tr> <td>Total cost per unit</td> <td style="text-align: right;">\$11.00</td> </tr> </table>	\$2.00 per unit	\$2.00	+ 100 pages x \$0.09	<u>\$9.00</u>	Total cost per unit	\$11.00	<p>4-16 pages Saddle stitch \$3.00 per unit</p> <p>20-48 pages Saddle stitch \$2.00 per unit + \$0.05 per page</p> <p>24-480 pages Perfect bind \$2.00 per unit + \$0.05 per page</p>	<p>4 -16 pages Saddle stitch \$3.50 per unit</p> <p>20-48 pages Saddle stitch \$2.00 per unit + \$0.09 per page</p> <p>24-480 pages Perfect bind \$2.00 per unit + \$0.09 per page</p>	<p>4-16 pages Saddle stitch \$3.50 per unit</p> <p>20-48 pages Saddle stitch \$2.50 per unit +\$0.10 per page</p> <p>24-480 pages Perfect bind \$2.50 per unit + \$0.10 per page</p>	<p>18-480 pages \$7.00 per unit + \$0.05 per page</p> <p>+ \$1.55 with Jacket</p>	<p>18-480 pages \$7.00 per unit + \$0.09 per page</p> <p>+ \$1.55 with Jacket</p> <p>*8.5x8.5 cannot be done as a hard back.</p>	<p>18-480 pages \$7.00 per unit + \$0.10 per page</p>
\$2.00 per unit	\$2.00											
+ 100 pages x \$0.09	<u>\$9.00</u>											
Total cost per unit	\$11.00											

Publisher Direct

Publisher Direct is where books are ordered from consumers directly from the publisher, usually off their website store. The following table illustrates the total cost per unit of a book to the Author when ordered through the publisher direct channel.

Color Cover, B&W Interior														
Publisher Direct Orders	Small paperback	Large paperback	Small hardcover	Large hardcover										
<p><i>A print on demand model that allows a retail consumer to order books directly from the publisher. While there are increased costs for the Publisher, cutting out the middleman means greater profit for you. You are compensated for every copy sold.</i></p> <p>Example (small paperback): \$3.15 per unit \$3.15 + 300 pages x \$0.015 <u>\$4.50</u> Total cost per unit \$7.65</p>	<p>18-44 pages \$3.81 per unit</p> <p>48-104 pages \$4.77 per unit</p> <p>108+ pages \$3.15 per unit + \$0.015 per page</p>	<p>18-44 pages \$4.43 per unit</p> <p>48 – 104 pages \$5.71 per unit</p> <p>108+ pages \$3.55 per unit + \$0.020 per page</p>	<p>108+ pages \$8.25 per unit + \$0.015 per page</p> <p>108+ pages With jacket \$9.80 per unit +\$0.015 per page</p>	<p>108+ pages \$8.25 per unit + \$0.020 per page</p>										
<p><i>For larger quantity orders, volume discounts apply as follows (per ISBN):</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Books Printed</th> <th style="text-align: left;">Discount</th> </tr> </thead> <tbody> <tr> <td>50 – 99 units</td> <td>5%</td> </tr> <tr> <td>100 – 249 units</td> <td>10%</td> </tr> <tr> <td>250 – 499 units</td> <td>20%</td> </tr> <tr> <td>500+ units</td> <td>25%</td> </tr> </tbody> </table>					Books Printed	Discount	50 – 99 units	5%	100 – 249 units	10%	250 – 499 units	20%	500+ units	25%
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<p><i>A print on demand model that allows you to have your titles access the largest wholesale distribution channels in the world. You are compensated for every copy sold.</i></p> <p>Example (medium paperback): \$3.25 per unit \$3.25 + 100 pages x \$0.09 <u>\$9.00</u> Total cost per unit \$12.25</p>	<p>4-16 pages Saddle stitch \$4.25 per unit</p> <p>20-48 pages Saddle stitch \$3.25 per unit + \$0.05 per page</p> <p>24-480 pages Perfect bind \$3.25 per unit + \$0.05 per page</p>	<p>4 -16 pages Saddle stitch \$4.75 per unit</p> <p>20-48 pages Saddle stitch \$3.25 per unit + \$0.09 per page</p> <p>24-480 pages Perfect bind \$3.25 per unit + \$0.09 per page</p>	<p>4-16 pages Saddle stitch \$4.75 per unit</p> <p>20-48 pages Saddle stitch \$3.75 per unit +\$0.10 per page</p> <p>24-480 pages Perfect bind \$3.75 per unit + \$0.10 per page</p>	<p>18-480 pages \$8.25 per unit + \$0.05 per page</p> <p>+ \$1.55 with Jacket</p>	<p>18-480 pages \$8.25 per unit + \$0.09 per page</p> <p>+ \$1.55 with Jacket</p> <p>*8.5x8.5 cannot be done as a hard back.</p>	<p>18-480 pages \$8.25 per unit + \$0.10 per page</p>										
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Royalty Schedule Addendum

Effective 10/02/2011

General

1. Royalties are paid electronically by the Publisher into the Author's PayPal account. Author is required to sign up for a free PayPal account at www.PayPal.com. Payment by check will result in a \$25 per check fee plus an additional 30 days processing.
2. Royalties are paid in accordance to the schedule below, however, no royalty will be paid unless the total accrued is \$25. Balance under \$25 will be carried over to the next pay period.
3. Publisher reserves the right to sell Work directly to entities such as small bookstores, religious or other non-profit groups, schools, member clubs, etc. In these instances, titles will be sold under the Wholesale terms.

Wholesale

1. Author sets the retail and wholesale price. The market practice for wholesale pricing is 55% off retail.
2. Royalty paid to the Author is the difference between Wholesale Price & Wholesale Total Cost Per Unit.
For Example (a 300 page small paperback):

Retail Price:	\$18.00
Wholesale Price (55% off):	\$8.10
Wholesale Total Cost Per Unit:	
\$1.90 + \$3.90 =	<u>\$5.80</u>
Royalty Payment:	\$2.30
3. Royalties will be paid based on sales at the end of each quarter (March, June, September, & December)
 - a. Publisher will pay royalties within 30 days of receipt from our printing partner.
 - b. Publisher receives sales report and royalties from printing partner within 90 days of the end of the quarter.

Publisher Direct

1. Author sets the retail price
2. Publisher sells book on their website for the retail price
3. Publisher reserves the right to run specials and mark down the title by no more than 25%.
4. Royalty paid to the Author is the difference between Sale Price and Publisher Direct Total Cost Per Unit.
For example (a 300 page small paperback):

Sale Price:	\$18.00
Publisher Direct Total Cost Per Unit:	
\$3.15 + \$4.50 =	<u>\$7.65</u>
Royalty Payment:	\$10.35
5. Royalties will be paid based on sales at the end of each quarter (March, June, September, & December)
 - a. Publisher will pay royalties within 30 days of the end of the quarter.

eBook

1. Author sets the retail price (majority of titles are \$9.99 or less)
2. Royalties are regulated entirely by third party distributors and may change without notice. Publisher will do its best to keep Author informed.
3. Work must not consist primarily of public domain content
4. Amazon has 2 royalty programs and Publisher will strive to maximize royalty as follows:
 - a. For sales to US customers, royalty paid will be 60% of list price minus delivery cost (\$0.15 per megabyte of file size, rounded up to the nearest kilobyte).
 - i. List price minimum is \$2.99 and maximum is \$9.99
 - ii. Example: If the Work has a file size of 0.400 megabytes and a List Price of \$8.99, the Delivery Cost will be \$0.06 (0.400 MB x \$0.15 = \$0.06), and your Royalty will be \$5.36 (((\$8.99 - \$0.06) x 60% = \$5.36).
 - b. For sales to non-US customers and any Work that doesn't fall into (4a), royalty paid is 25% of list price.
 - i. List price minimum is \$0.99 and maximum is \$200.00.
5. Barnes & Noble has 2 royalty programs and Publisher will strive to maximize royalty as follows:
 - a. For eBooks with List Price between \$2.99 and \$9.99, royalty paid will be 55%
 - b. For eBooks with List Price that falls outside of (5a) range, with a minimum of \$0.99 and maximum of \$199.99, royalty paid will be 30%
6. For all other eBook retailers not mentioned above, we use a central distributor as follows:

- a. Since there are many formats and many retailers, this is a very close approximation of the complex royalty agreement.
 - b. For sales on the central distributor website: 75% of net sales (retail price minus any fees).
 - c. For sales on retailer sites in the US: 50% of the suggested list price.
 - d. For sales on retailer sites outside the US: range from 28% to 50% of suggested list price. Suggested list price may be reduced by VAT in some countries.
7. Royalties will be paid based on sales at the end of each quarter (March, June, September, & December)
- a. Publisher will pay royalties within 30 days of receipt from third party distributors.
 - b. Publisher receives sales report and royalties from third party within 60 days of the end of the quarter.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.