

SUBMISSION AND PUBLICATION AGREEMENT

This **SUBMISSION AND PUBLICATION AGREEMENT (the Agreement)** comes into legal effect on the Effective Date.

Parties

- (1) Antalya Developments Pty Ltd (ABN 93 926 237 905) of C/- Lovetts, Level 2, 25 Mary St, Brisbane, Queensland, 4000, Australia (**Great Health Guide**).
- (2) A person who submits a Work to Great Health Guide with an intent to have that Work published by the Great Health Guide (**You / Your**).

Background

Great Health Guide wishes (but does not undertake) to publish, promote, sell and otherwise commercially utilize the Work. You have read the Contribution Guidelines and decided to submit the Work to Great Health Guide. By submitting the Work to Great Health Guide, You have agreed to the terms of this Submission and Publication Agreement (the Agreement).

Now for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties, intending to be legally bound, agree as follows:

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Confidential Information: any confidential or secret information in any form directly or indirectly belonging or relating to Great Health Guide, its business, clients, customers or affairs, received by You pursuant to or in the course of this Agreement

Contribution Guidelines: the then current guidelines titled 'Contribution Guidelines' (document ID: A008) made available by Great Health Guide.

Copyright: all copyright and rights in the nature of copyright subsisting in the Work in any part of the world to which the Author is, or may become, entitled.

Effective Date: the date on which the Work is received by Great Health Guide.

Work: the literary or artistic work, or electronic copy thereof, submitted by You to Great Health Guide.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 A reference to any party includes that party's personal representatives, successors and permitted assigns.
- 1.4 A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

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- 1.5 A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Agreement.
- 1.6 No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

2. Submission of the Work

- 2.1 In submitting the Work to Great Health Guide, You are immediately bound by the terms of this Agreement.

3. Editing and approval of the Work

- 3.1 Upon submission of the Work to Great Health Guide, the Work will be considered by Great Health Guide (the Review Period). The Great Health Guide retains the sole discretion as to whether or not to proceed with publication, promotion, selling, or otherwise utilization, of the Work. You agree that Great Health Guide's decision to, or not to, publish, promote, sell, or otherwise utilize, the Work is final.
- 3.2 You should not treat any communication from Great Health Guide during the Review Period as an undertaking to publish the Work.
- 3.3 Great Health Guide may, at its sole discretion, edit or change the Work, without Your approval. You will not assert any rights under the Copyright Act 1968 (Cth) (or under any similar legislation from time to time in force anywhere in the world) to object to derogatory treatment of the Work as a consequence of Great Health Guide's changes to the Work.

4. Assignment of rights in the Work

- 4.1 You hereby assign Great Health Guide absolutely with full title guarantee the following rights throughout the world:
- (a) The entire copyright and all other rights in the nature of copyright subsisting in the Work and in all preliminary drafts or earlier versions of the Work;
 - (b) Any database right subsisting in the Work and in all preliminary drafts or earlier versions of the Work;
 - (c) All other rights in the Work of whatever nature, whether known or created in the future, to which You are now, or at any time after the date of this Agreement may be, entitled by virtue of the laws in force in Australia and any other part of the world,

in each case, including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Agreement.

- 4.2 Nothing in this Agreement shall impose any obligation on Great Health Guide to publish, promote, sell, or otherwise utilize, the Work.
- 4.3 If Great Health Guide decides to reject the Work for publication, promotion, selling, or otherwise utilization in accordance with clause 3.1 or has not published, promoted, sold, or otherwise utilized, the Work, within 24 months of receiving the Work from You, all rights assigned to Great Health Guide under clause 4.1 shall automatically revert to You. For the avoidance of doubt, if Great Health Guide accepts the Work for publication, promotion, selling, or utilization in accordance with clause 3.1 or proceeds to publish, promote, sell, or otherwise utilize, the Work, within the 24 month period, then the rights assigned in clause 4.1 shall remain in effect indefinitely.
- 4.4 The only consideration you will receive from Great Health Guide in exchange for the rights granted in clause 4.1 is the opportunity for the Work to be published and the possibility of the Work receiving exposure to the readers of Great Health Guide publication.

5. **Third-party material**

- 5.1 You shall obtain in writing all consents necessary for the reproduction of any material in which a third-party right subsists, including quotations, photographs and illustrations, in all editions of the Work for the full term of this Agreement, and shall provide to Great Health Guide on demand the original copies of such consents for inspection and/or (at Great Health Guide's option) photocopies of such consents.

6. **Production and promotion**

- 6.1 All matters relating to production, publication, appearance, and promotion of the Work, and all other related activities, shall be at the sole discretion of Great Health Guide.
- 6.2 Great Health Guide shall be entitled to use Your name, appearance and likeness for the purpose of promoting the Work.

7. **Permitted uses**

- 7.1 You may, without the consent of Great Health Guide:
- (a) make copies of the published Work for teaching and/or research, but not for commercial purposes, and as long as:
 - (i) You distribute copies at or below cost; and
 - (ii) You state that the Work was first published in Great Health Guide and provide the URL for Great Health Guide magazine containing the Work.
 - (b) make a copy of the Work available on Your personal server or webpage and put a copy of the Work in Your institution's research publications archive or database, as long as you state that the Work was first published in Great Health Guide and provide the URL for Great Health Guide magazine containing the Work.
 - (c) Use the Work for the purpose of carrying out this Agreement.

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7.2 Subject to 7.1, You shall, unless with the express consent of Great Health Guide, have no other right to use the Work for any purpose.

8. **Your warranties**

Subject to section 7, in submitting the Work to Great Health Guide, You warrant that:

- (a) the Work is an original work created solely by You (and if relevant, co-authors) and is not copied wholly or in part from any other work or material or any other source; or, if the Work is not an original work created by You, You have the legal authority and rights to enter into, and perform, this Agreement with respect to the Work;
- (b) if the Work refers to material not created solely by You, such material is properly attributed to its respective creator and is otherwise compliant with any third party moral rights;
- (c) the Work, or any part of the Work, has not been published, or submitted for publication, elsewhere and will not be published or submitted for publication elsewhere (without the approval of Great Health Guide);
- (d) the rights granted by this Agreement are free from any security interest, option, mortgage, charge or lien;
- (e) the exploitation of the rights granted by this Agreement has not infringed, and will not infringe, the rights of any third party; and
- (f) the Work contains nothing that is defamatory, misleading or deceptive, or unlawful in any other way;
- (g) You have read and complied with the Contribution Guidelines.
- (h) if You are a co-author, You have been authorised by all co-authors to sign this Agreement on their behalf, or you have ensured that any co-author(s) of the Work are bound by the terms of Great Health Guide's Submission and Publishing Agreement; and,
- (i) unless such an advertisement or promotion has been approved by Great Health Guide, the Work does not amount to an advertisement or promotion.
- (j) You have ensured that any electronic copy of the Work submitted to Great Health Guide does not contain any virus or other material likely to cause technological harm.

9. **Indemnity**

9.1 You indemnify and hold Great Health Guide (and each of its directors, officers and employees and each of its related entities, and each of their directors, officers and employees) harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Great Health Guide arising out of or in connection with any breach of the warranties in section 8 above or of any other term of this Agreement. At the request of Great Health Guide, You shall provide all reasonable assistance to enable Great Health Guide to resist or contest any claim, action or proceedings brought against Great Health Guide as a consequence of that breach.

9.2 This indemnity shall apply whether or not Great Health Guide has been negligent or at fault.

10. Copyright notice and infringement

- 10.1 Both parties shall attempt to notify the other party of any infringement or suspected infringement of the copyright subsisting in Work that comes to their attention. Great Health Guide shall have absolute discretion in addressing any such infringement, including issuing and conducting proceedings against the suspected infringer(s).
- 10.2 If requested by Great Health Guide, You agree to be joined in as a party to any proceedings described in clause 10.1.
- 10.3 Great Health Guide shall be fully entitled to any award of profits or damages received in connection with any proceedings described in clause 10.1.

11. Moral Rights

- 11.1 You hereby waive, in respect of the Work, all moral rights to which You may now or at any future time be entitled under the Copyright Act 1968 (Cth) as amended from time to time and under all similar legislation in force from time to time anywhere in the world.
- 11.2 The waiver in clause 11.1 is made in favour of Great Health Guide and shall extend to Great Health Guide's, related entities, licensees, sub-licensees, assignees and successors in title.

12. Assignment and other dealings

- 12.1 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of Your rights and obligations under this Agreement.

13. Commencement and duration

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with clause 3.1 or section 14.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 14.2 Great Health Guide may terminate this Agreement, without cause, by giving 30 days written notice to You.
- 14.3 This Agreement will automatically terminate if the Work is not published, promoted, sold, or otherwise utilized, within 24 months of the Effective Date.

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15. Consequences of termination

- 15.1 On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:
- (a) All rights assigned to Great Health Guide pursuant to clause 4.1 remain vested in Great Health Guide, unless such rights revert back to You in accordance with clause 4.3.
 - (b) all licences granted by Great Health Guide to You in this Agreement shall cease to have effect,
 - (c) You shall return promptly to Great Health Guide at Your expense all records and copies of any Confidential Information, either preparatory to, or as a result of, this Agreement.
- 15.2 The expiry or termination of this Agreement for any reason shall not affect any provision of this Agreement which is expressed to survive or operate in the event of expiry or termination and shall be without prejudice to the provisions of this section 15 and to any rights of either party which may have accrued by, at, or up to, the date of such expiry or termination.

16. Confidentiality

- 16.1 You undertake that You shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any Confidential Information.
- 16.2 You shall not use Great Health Guide's Confidential Information for any purpose other than to perform their obligations under this Agreement.
- 16.3 The obligations contained in this section shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:
- (a) is publicly known at the time of disclosure to the receiving party and this can be proven by written record; or
 - (b) becomes publicly known otherwise than through a breach of this Agreement by the receiving party, its officers, employees, agents or contractors; or
 - (c) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure and the receiving party has cooperated with any attempt by Great Health Guide, in its absolute discretion, to resist or contest such disclosure.

17. Further assurance

You shall, and shall use all reasonable endeavours to, procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

18. Remedies

You acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by Great Health Guide. Accordingly, Great Health Guide shall be entitled,

without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

19. Waiver

No failure or delay Great Health Guide to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20. Entire Agreement

20.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 You agree that You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Severance

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23. No partnership or agency

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Independent Advice

You acknowledge and agree that You have had sufficient opportunity to consult with independent legal counsel regarding this Agreement, and that You fully understand the provisions of this Agreement.

25. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Queensland, Australia.

26. Jurisdiction

Each party irrevocably agrees that the courts of Queensland, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

27. Collaborative Marketing

Collaborative marketing involves each contributor of Great Health Guide to actively promote their submitted article (designed by GHG) to their individual client database. This marketing initiative will benefit every contributor and their organisations as an even wider group of people will potentially be reached and informed about this publication.

- (a) Once the Editorial and Advisory team have accepted to publish the submitted content, the approved article will be published in one issue of Great Health Guide digital magazine as scheduled by GHG team.
- (b) The article designed by GHG design will be forwarded to you around at time of publishing.
- (c) Great Health Guide may at its discretion provide extra exposure and publicity for the author by posting the published article or part thereof on Great Health Guide social media and website. NB full attribution will be provided to the original author.

By signing this Agreement you agree to reciprocate this collaborative marketing initiative by:

- (a) Posting your published article as designed by the Great Health Guide designers on your website blog and social media forums. If the organisation's client database engages more readily with EDM (Electronic Direct Mail), then this forum may be used instead of social media.
- (b) When posting the article the organisation will also include the App store and GooglePlay links to Great Health Guide magazine.
- (c) Great Health Guide company logos may be provided when requested.

EXECUTED as an Agreement:

SIGNED SEALED AND DELIVERED on

Date:

.....
Signature of Author

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Signature of Witness

.....
Name of Author

.....
Name of Witness

EXECUTED by Antalya Developments Pty Ltd

(ACN 079 274 105) in accordance with the
Corporations Act 2001 (Cth)


.....
Signature of sole Director/Secretary

Kathryn Dodd
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Ms Kathryn Dodd