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ARTICLE I. PUBLISHING AGREEMENT

This Publishing Agreement ("Agreement") is entered into and made effective as of (Agreement Date) by and between (Author Name), an individual writing under such name ("Author"), residing at (Author Address), and (Publisher Name) ("Publisher"), with an address at (Publisher Address), concerning works titled (Book Title) (the "Works").

ARTICLE II. GRANT OF RIGHTS

Section 2.01 Grant of Rights. Author, on behalf of their heirs, executors, administrators, successors, assigns, and all claiming by or through Author, hereby exclusively grants, assigns, and otherwise transfers to Publisher and its licensees, successors, and assigns all rights, title, and interest in and to the Work in perpetuity, including but not limited to all copyrights therein for the full term of such copyrights (and any and all extensions and renewals thereof), including but not limited to the following rights:

- (a) To publish, distribute, sell, license, and generally exploit the Work, in all languages, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created;
- (b) To make, license, and sell, and authorize others to make, license, and sell, all translations, abridgements, excerpts, accessibility adaptations, or other editions, and other versions and derivatives of the Work, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created; and
- (c) To authorize use of the Work by others without compensation to Publisher or Author, if, in the judgment of Publisher, such use may benefit the sale of the Work or of subsidiary rights in the Work.
- (d) If a third party makes an offer to Publisher or Author for the option to adapt the Work to screen or stage, Publisher is entitled to percent (%) and Author to percent (%) of the option amount and royalties from third party for the creative adaptation of the Work including streaming licensing, digital media (DVD, etc.), and other derivatives, in perpetuity.
- (e) If Publisher or Author adapts the Work into screen or stage, or enters into any licenses with respect to such screen or stage adaptation, the party hereto that funds the creative adaptation is entitled to percent (%) of the revenue after project costs for such adaptation are recovered, in perpetuity, and the other party hereto is entitled to percent (%) of

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the revenue after Project Costs are recovered, in perpetuity. Author agrees to pay to Publisher all gross receipts owing to Publisher pursuant to this paragraph (e) within three (3) business days following receipt thereof and Author shall be deemed to hold such amounts in trust for Publisher.

Section 2.02 Territory. The rights granted to Publisher in this Agreement may be exploited throughout the world in all languages.

Section 2.03 Other Rights. Publisher reserves all rights in and to the title (including series title, if any), logotype, trademark, trade dress, format, and other features of the Work as published and promoted by Publisher. All rights not expressly granted to Publisher shall be wholly reserved by Author. Publisher acknowledges that the general ideas and concepts contained in the Work may be used by Author in the normal course of Author's day-to-day business.

ARTICLE III. AUTHOR COMPENSATION

Section 3.01 Definitions.

- (a) "Accessibility Adaptations" means any format visual or audio that allows the disabled or Neurodiverse to access the Work.
- (b) "Creative Adaptations" means any screen or stage adaptations and derivatives of the Work and any licensing in respect of such adaptations.
- (c) "Net Copies Sold" means any and all copies of the Work, whether print or electronic, actually sold and delivered, net of returns, damaged or spoiled copies, promotional, advertising, and review copies, and Author's copies (whether free or purchased by Author). "Electronic edition" means a copy of the Work, or any version, derivative, or portion of the Work, that is sold, distributed, or accessed in an electronic or digital format using any process or technology for retrieving, transmitting, displaying, or delivering electronic or digital content whether now known or discovered or created hereafter.
- (d) "Net Revenues" means money actually received by Publisher from the sale of copies of the Work, net of returns and cancellations.
- (e) "Project Costs" means aggregate direct and indirect costs and expenses of Publisher arising from time to time in connection with Publisher's exploitation of the Work or any portion thereof, whether incurred on or prior to the Effective Date or thereafter, including but not limited to costs of printing, copyediting, artwork, frontmatter, backmatter, indexes, design, advertising, promotion, copyright and other registrations, shipping, insurance, deductibles, taxes, currency exchanges, transaction fees, access or licensing fees, and all other out-of-pocket costs of Publisher incurred at any time, or from time to time. For Author's informational purposes only, attached as Exhibit A hereto is an estimate of Project

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Expenses and Revenue, which Author acknowledges is neither comprehensive nor final. Author further acknowledges and agrees that Publisher shall have sole and absolute discretion to incur, designate and determine Project Costs.

Section 3.02 Manuscript Delivery Payment. Author agrees to deliver the manuscript of the Work in all the languages currently translated to English in their entirety ("Manuscript") to Publisher on or before [insert date] ("Manuscript Delivery Date") in an electronic form to be sent via e-mail or other electronic or digital device, which Manuscript shall be acceptable to Publisher in form and content. Publisher will forward Author the amount of _____ **dollars (\$_____)** within 30 days of receipt of Manuscript via ACH, bank transfer or check, or other mutually agreeable payment method.

Section 3.03 Royalties. After all Project Costs have been recovered, Publisher shall pay Author a royalty equal to _____ **percent (____%)** of Net Revenues on Net Copies Sold under this Agreement.

Section 3.04 Discretionary Payments. Publisher may from time to time accelerate the timing of certain payments to Author hereunder in Publisher's sole and absolute discretion.

Section 3.05 Licensing Payments. After all Project Costs have been recovered, Publisher shall pay Author a royalty equal to _____ **percent (____%)** of all Net Revenues for the exploitation or disposition of any and all rights in the Work by third parties under license from Publisher, excluding Creative Adaptations.

Section 3.06 Contests and Awards. Publisher shall submit the Work to book and award contests. Author may also submit the Work to book and award contests provided that Author has given Publisher ten (10) days advance written notice, which notice may be via email and must include a summary of the key features or aspects of the contest or award and the expected impact on the profile and exploitation of the Work. If Author is awarded a monetary prize in respect of the Work, **Author** shall be entitled to _____ (**____%**) of the gross award and **Publisher** shall be entitled to **(10%)** of the gross award. If, however, Publisher receives a monetary award in recognition of its role as Publisher of the Work, **Publisher** shall be entitled to _____ **percent (____%)** of the gross award and **Author** shall be entitled to _____ **percent (____%)** of the gross award. Each party agrees to remit any award money it receives and that is owing to the other party within thirty (30) days after receipt thereof.

Section 3.07 Incentive Payments. If Author chooses to participate in marketing campaigns or promotional activities, including but not limited to book signings, readings, virtual events, contact book reviewers, or other promotional activities, but excluding any of the marketing and promotional activities described in Exhibit B, Publisher may offer incentive payments to Author in Publisher's in such amounts and at such times as Publisher may determine in its sole and absolute discretion. The aggregate amount incentive payments made pursuant to this section shall not exceed _____ **dollars (\$_____)** and such payments shall not be deemed Project Costs.

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Section 3.08 Reports and Payments; Offset Rights.

- (a) Publisher shall render to Author a statement of Net Copies Sold and Net Revenues from Publisher's sale of the Work, and other credits and debits relating to the Work and the rights granted in this Agreement, and pay Author any amounts then owing, within thirty (30) days of January 1 and July 1. Payments may be made by check, wire transfer, electronic funds transfer, or other mutually agreeable payment method.
- (b) Publisher shall have the right to offset against amounts owed hereunder by Publisher to Author all Project Costs, overpayments of royalties to Author, and all other amounts Author is liable to pay to Publisher pursuant to or in connection with this Agreement.
- (c) Statements will be emailed to Author along with Royalty payments within thirty (30) days of January 1 and July 1. It is Author's responsibility to maintain statement records for tax purposes. If payments or royalties exceed \$650 in a fiscal year, Publisher shall issue a 1099 to Author. Payment of taxes on payments and royalties is the sole responsibility of Author whether or not a 1099 is issued. If a 1099 is not issued, January 1 and July 1 statements can be used for tax purposes on Author's behalf.
- (d) Author is responsible for giving Publisher any change of addresses, both email and postal mail, that they may have. Failure to timely notify Publisher could cause statements and payments to be lost or late. If Author does not provide Publisher with this information in a timely fashion, Publisher shall not be liable for late or missing payments due to an incorrect address.

Section 3.09 Author Inventory, Remittances. In connection with the parties' agreed upon and written promotional efforts, Publisher may supply Author with print copies of the Work for sale or distribution at the prices and on such other terms as are determined by Publisher from time to time. Author shall at all times be deemed to hold such inventory, and all gross receipts from the sale of same, in trust for Publisher. Author agrees to transmit all gross receipts in respect of any such sales to Publisher no later than ten (10) days following receipt thereof and to return any inventory to Publisher within sixty (60) days after written demand for same. If Author fails to timely return any inventory to Publisher, Author shall be deemed to have purchased such inventory at the at-cost price established by Publisher and such amounts shall be due ninety (90) days following notice from Publisher and owing to Publisher without further demand therefor. Author shall exercise reasonable care in the storage, care, and transportation of all Publisher inventory. In the event of casualty or theft, Author shall notify Publisher within ten (10) days in writing a full account of events including date, time, and detailed report, including but not required a police report or other official reports or statements.

ARTICLE IV. THE MANUSCRIPT

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Section 4.01 Delivery of Manuscripts. Author agrees to deliver the manuscript of the Work in all translated languages in their entirety ("Manuscripts") to Publisher on or before [DATE] in the form of a Adobe (.pdf) to be sent via e-mail or USB drive, which Manuscript shall be acceptable to Publisher in form and content.

Section 4.02 Delivery of Other Materials. Author shall deliver to Publisher, at Author's sole expense, not later than [DATE], each of the following:

- (a) Original art, illustrations, maps, charts, photographs, or other artwork (collectively "Artwork"), in a form suitable for reproduction.
- (b) A table of contents; list of tables, figures, or exhibits; foreword; preface; acknowledgements; introduction; author's biographical statement; or similar matter ("Frontmatter" and "Backmatter"). If Author and Publisher determine that an index to the Work is desirable, Publisher will prepare or engage a third party to prepare the index in such manner as Publisher deems appropriate, and Publisher will pay the cost of preparing the index.
- (c) Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Frontmatter, and/or Backmatter) owned by any third party which appear in the Work and written releases or consents by any person or entity described, quoted, or depicted in the Work (collectively "Permissions").

Section 4.03 Editing; Editor Credit. In connection with preparing the Manuscript, Author hereby engages Publisher to provide editorial advice, suggestions and comments on drafts of the Work, including advice or comments regarding language and clarity of meaning, but specifically excluding any substantive conceptual issues of plot, theme, or characters. As consideration therefor, Publisher shall receive a credit as "Editor" or similar identification in each publication of the Work, and no other compensation in respect of such editorial advice or services. If a third party edits the Work, that person shall receive a credit as "Editor" or similar identification in each publication of the Work in addition to Publisher name, or as a sole Editor. All rights of versions and edits belong to the Author, and Author grants Publisher access to versions and edits necessary for the completion of Manuscript.

Section 4.04 Failure to Timely Deliver. If Author fails or refuses to deliver the Artwork, Frontmatter, Backmatter, Permissions, or other material required to be delivered by Author under this Agreement, Publisher shall have the right, but not the obligation, to acquire or prepare any and all such matter, or to engage a skilled person to do so, and Author shall reimburse Publisher for all costs and expenses incurred by Publisher in doing so within **sixty (60) days** after Publisher's written demand therefor.

Section 4.05 No Liability. Author acknowledges and confirms that Publisher shall have no liability of any kind for the loss or destruction of the Manuscript, Artwork, Frontmatter,

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Backmatter, or any other documents or materials provided by Author to Publisher, and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction.

Section 4.06 Publisher's Rights on Delivery. If Publisher, in its sole discretion, deems the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or any other materials delivered by Author under this Agreement to be unacceptable in form or substance, then Publisher shall so advise Author by written notice (which notice may be via email), and Author shall have the opportunity to cure any defects and generally revise, correct, and/or supplement the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials to the satisfaction of Publisher, and deliver the fully revised, corrected and/or supplemented Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials no later than **ninety (90) days** after receipt of Publisher's notice.

Section 4.07 Termination for Non-delivery or Unsatisfactory Delivery. If Author fails to deliver the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions, and/or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by Publisher, on the dates designated by Publisher, or if Author fails to do so in a form and substance satisfactory to Publisher, then Publisher shall have the right to terminate this Agreement by so informing Author by letter sent by traceable mail to the address of Author set forth above. Upon termination by Publisher, all rights granted to Publisher under this Agreement shall revert to Author.

ARTICLE V. PUBLICATION

Section 5.01 Editing. Publisher retains the right to edit and revise the Work for any and all uses contemplated by this Agreement, and Author will have the right to review and alter the editing so that the edited Manuscript is reasonably and substantially acceptable to Author.

Section 5.02 Publishing Details.

- (a) The parties agree that the title of the Work shall be [**TITLE**]. Publisher shall have the right to produce, distribute, advertise, promote, license, and publish the Work in a style and manner which Publisher deems appropriate, including typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, price, discounts, and promotions. Notwithstanding any editorial changes or revisions by Publisher, Author's warranties and indemnities under this Agreement shall be binding and remain in full force and effect.
- (b) Publisher, in consultation with a graphic designer, will prepare the Work for formatting. Author understands that the format of the Work submitted to Publisher will not be used for the final Work. A change of formatting may include, but is not limited to, margins, overall size or length, fonts, pagination, and formats.

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- (c) Publisher agrees that Author shall be reasonably consulted on the front and back cover and spine design of the Work in print form; and, a written approval of front and back cover and spine design by Author shall be submitted in writing to Publisher 30 days prior to scheduled Print Date. Print Date may be extended to allow for a 60-Day Remedy Period if Author and Publisher agree on front and back cover and spine redesign or alterations. Any costs associated with a redesign or alterations are paid by Publisher.

Section 5.03 Proofs. Publisher shall furnish Author with page proofs of the Work, including Cover and Artwork. Author agrees to read, correct, and return all page proofs within **thirty (30) calendar days** after receipt thereof. If Author fails to return the corrected page proofs within the time set forth above, Publisher may publish the Work without Author's approval of the page proofs; or if deemed reasonable by Publisher, terminate this Agreement.

Section 5.04 Time of Publication. Publisher agrees that it shall use commercially reasonable efforts to release the Work within one hundred and eighty (180) days following the Manuscript Delivery Date, but in no event shall Publisher release the Work more than one (1) year following the Manuscript Delivery Date, except as the date of publication may be extended by forces beyond Publisher's control.

Section 5.05 Author's Copies. Author shall receive _____ (_____) copies free of charge of the initial print edition of the Work for each language translation for personal and marketing use and to send to persons who have endorsed, contributed to, or otherwise supported the Work. With respect to copies of the Work provided to or purchased by Author, no royalties will be paid to Author, no credit or payment will be given for any copies returned to Publisher, and Author's purchases will be excluded in computing the Net Copies Sold. Copies sold to Author will be at-cost pricing, with a limit of _____ copies maximum. Publisher's usual and customary shipping charges will be added to the cost of copies purchased by Author.

Section 5.06 Advertising and Promotion.

- (a) Publisher will consult with Author and seek Author's advice and ideas concerning the time, place, method, and manner of advertising, promotion, and other exploitation of the Work, including, but not limited to, bookstore and trade distribution, online marketing, special sales, media reviews, and publicity. Publisher shall have the right to make final decisions in such matters.
- (b) Author is not required to self-promote the Work, except as otherwise set forth in Exhibit B, which is incorporated herein and made a part hereof. Author understands, however, that without self-promotion, the Work may not sell as well, if at all, as it would with self-promotion. Publisher will assist Author in developing self-promotion opportunities.
- (c) Author is encouraged to maintain a website and/or blog for self-promotional purposes. In connection with the foregoing obligations, Author may use the ___ pages of the Work and

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the ___ pages of the Work, not to exceed ___(____) pages of the final formatted and edited product, on the website or blog in order to promote the Work. Author may also submit the Work to review sites, provided that Author provides Publisher with ten (10) days advance written notice (which may be via email) including the full name of the publication and such other details as Publisher may request.

- (d) Author agrees that they may contact booksellers solely for the purpose of promoting and advertising the Work (book signings, leaving bookmarks, and other self-promotion), and for no other reason. Author does not have authority to make any representations or enter into any agreements on behalf of Publisher.
- (e) Author understands that Publisher will submit the Work to various places for reviews. A review is free advertising and gives Author feedback on the book or writing style. Author understands that not all reviews will be positive or as high a rating as they wish.

Section 5.07 Use of Author's Name and Likeness. Publisher shall have the right to use, and to license others to use, Author's name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Work and the other rights granted under this Agreement.

Section 5.08 Revised Editions. Author agrees to revise the Work as Publisher may deem appropriate during the term of this Agreement. This Agreement shall govern each revision of the Work by Author, which shall be considered a separate work, except that the manuscript of each such revision shall be delivered to Publisher within a reasonable time after Publisher's request for such revision. Author retains all rights to any edits and edits that are not included in the Final Manuscript. If Author fails to provide the manuscript of a revision of the Work that is acceptable to Publisher, or should Author be deceased, then Publisher shall have the right, but not the obligation, to make such revisions, or engage a skilled person to make such revisions and charge the cost of such revision against royalties due Author for the revised Work. If Publisher engages one or more persons to make such revisions, then Publisher, in his sole discretion, may display in the revised Work and in advertising the name of the person(s) who revised the Work along with the name of Author.

Section 5.09 Blurbs & Back Cover. Author is responsible for submitting a 300-word biographical blurb, or back cover text to Publisher, which may be revised or edited at Publisher's discretion. Publisher has the final say on the blurb. Publisher reserves the right to either use the blurb Author has submitted or use the one that Publisher deems appropriate. The biographical blurb is due to Publisher on or before **[DATE]**.

ARTICLE VI. COPYRIGHT

Section 6.01 Copyright Notice and Registration. Publisher shall, in all versions of the Work published by Publisher under this Agreement, place a notice of copyright in the name of Author in

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a form and place that Publisher reasonably believes to comply with the requirements of the United States copyright law, and shall apply for registration of such copyright(s) in the name of Author in the United States Copyright Office, at Publisher's expense. Publisher shall have the right, but not the obligation, to apply for registration of copyrights in the Work as published by Publisher elsewhere in the world. Nothing contained in this section shall be construed as limiting, modifying, or otherwise affecting any of the rights granted to Publisher under this Agreement.

Section 6.02 Additional Documents. Author shall promptly execute and deliver to Publisher any and all documents that Publisher deems necessary or appropriate to evidence or effectuate the rights granted in this Agreement.

ARTICLE VII. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

Section 7.01 Author's Representations and Warranties. Author hereby represents and warrants to Publisher and its licensees as follows: (a) Author is the sole author of the Work or has been assigned exclusive rights to the Work; (b) the Work is original and no part of the Work was taken from or based on any other literary, dramatic, musical, film, or graphic arts; (c) the Work does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party, or any common law or statutory law; (d) the Work does not contain any material of a libelous or obscene nature or violate the privacy or publicity rights of any third party or otherwise contravene the law or rights of any third party; (e) the Work is not in the public domain and has not been published in any format with any person that may still own such rights to the Work; (f) Author is the sole proprietor of the work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement; and (g) the Work has been published in whole or in part, however, Author retains all rights.

Section 7.02 Indemnification. Author shall hold the Indemnified Parties (as defined below) harmless and indemnify each of them against any claim, debt, demand, action, suit, proceeding, prosecution, or any fee, cost or expense whatsoever, arising out of claims or allegations of infringement of copyright or proprietary rights, or claims of libel, obscenity, invasion of privacy, or any other unlawfulness based upon or arising from the publication or any matter pertaining to the Work, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof. For purposes hereof "Indemnified Parties" means Publisher, its heirs, successors, and assigns and all claiming by or through any of them, its subsidiaries, affiliates, and licensees, and their respective shareholders, members, partners, officers, directors, employees, joint venturers, attorneys, agents, advisors, insurers, and representatives.

Section 7.03 Notice of Claims. Each party to this Agreement shall give prompt written notice in writing to the other party of any claims described in Section 6.02. In the event of any such claims, Publisher shall have the right to suspend payments otherwise due to Author under the terms of this Agreement as security for Author's obligations under this section, exercise offset rights against

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any amounts owing to Author, and/or exercise such other rights and remedies as Publisher may have under this Agreement, at law, or in equity.

Section 7.04 Third Parties. Author's warranties, representations, and indemnities in this Agreement shall extend to any person or entity against whom any claims are asserted by reason of the exploitation of the rights granted by Author hereunder, as if such warranties, representations, and indemnities were originally made to such third parties.

Section 7.05 Survival. All such warranties, representations, and indemnities made by Author herein shall survive the termination or expiration of this Agreement.

ARTICLE VIII. TERMINATION

Section 8.01 Author's Right to Terminate Agreement. Author may terminate this Agreement if Publisher: (a) fails to publish the Work within one (1) year following the Manuscript Delivery Date, except as the date of publication may be extended by forces beyond Publisher's control, or (b) fails to timely make any royalty payment due to Author hereunder. In each case, Author shall notify Publisher in writing of Author's intent to terminate the Agreement, and termination will take effect sixty (60) days after Publisher's receipt of such notification unless Publisher has remedied the problem during the 60-day period.

Section 8.02 Publisher's Right to Terminate Agreement. Publisher may terminate this Agreement if Author (a) fails to timely meet any deadlines (including any applicable cure period), (b) fails to make any payment owing to Publisher hereunder within ninety (90) days after the same is due and owing, or (c) breaches any representation, warranty or covenant hereunder and such breach has, or reasonably could be expected to have, a material adverse effects on Publisher's rights, opportunities, or remedies hereunder.

Section 8.03 Reversion of Rights to Author; Option to Purchase. Upon termination of this Agreement pursuant to Section 7.01 or 7.02: (a) all rights in the Work granted to Publisher in this Agreement, except the rights to dispose of existing stock and rights reasonably necessary thereto, will revert back to Author; (b) provided that all Project Costs have been recovered, Author shall have the right to a single purchase of some or all of the remaining print copies of the Work in inventory at-cost pricing, plus shipping and handling fees, to be prepaid by Author; and (c) Publisher will provide to Author any remaining printer's files at no cost to Author (except for costs for retrieval and any transfer or shipping and handling fees, to be prepaid by Author). If Author does not exercise their rights under (b) or (c), Publisher may dispose of any materials in any manner without obligation to Author.

Section 8.04 Rights Surviving Termination. Upon the expiration or termination of this Agreement, any rights reverting to Author shall be subject to all licenses and other grants of rights made by Publisher to third parties pursuant to this Agreement. Furthermore, any and all rights of

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Publisher under such licenses and grants of rights, including the right to collect its share of proceeds from any third-party licenses or contracts, and all warranties, representations, and indemnities of Author, shall survive the expiration or termination of this Agreement.

Section 8.05 Cessation of Business. If for any reason Publisher permanently ceases to be in business, all rights will revert back to Author. Provided that all Project Costs have been recovered by Publisher, Author may purchase all unsold copies from Publisher for at-cost pricing of such books, plus shipping and insurance. Should Publisher go through a name change or a change in corporate structure, all contract terms will stand and Author shall execute such documents or instruments as Publisher may deem necessary or appropriate to accomplish such changes.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01 Entire Agreement. Publisher and Author acknowledge that they have communicated with each other by letter, telephone, e-mail, and/or in person in negotiating this Agreement. However, Author acknowledges and agrees that this Agreement supersedes and replaces all other communications between Author and Publisher and represents the complete and entire agreement of Author and Publisher regarding the Work.

Section 9.02 Modification and Waiver. This Agreement may not be modified or altered except by a written instrument (a rider, an amendment, a letter agreement, or some other written document) signed by the party who bears the burden of the new or modified clause. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion hereof, shall be deemed a waiver of any other term, condition, or breach of this Agreement or any portion hereof.

Section 9.03 Force Majeure. Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure (circumstances beyond the control of Publisher) that prevents Publisher from performing such obligations.

Section 9.04 Notices. Unless otherwise expressly provided in this Agreement, any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by delivery in person to Author, or by transmitting via traceable mail, courier, or other delivery method to the physical address set forth in the introductory paragraph, except as the address may be changed by notice in writing. Author and Publisher agree to accept service of process by mail at such addresses. If any notice is expressly permitted in this Agreement to be provided by email, the parties' email addresses for such notices shall be as follows: (a) if to Author, to [Author email address], and (b) if to Publisher, to [Publisher email address]. Either party may change its email address by written notice to the other party (which notice itself may be via email).

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Section 9.05 Offset. Publisher shall have the right to offset against any amounts owing by Publisher to Author pursuant to this Agreement any amounts owing by Author to Publisher pursuant to this Agreement.

Section 9.06 Binding on Successors. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Author, and the successors, assigns, and licensees of Publisher, but no assignment by Author shall be made without Publisher's prior written consent.

Section 9.07 Governing Law; Venue; Jury Trial. This Agreement shall be interpreted, construed, and governed in all respects by the laws of the State of California, without regard to principles of conflict of laws. The federal and state courts sitting in that state shall have exclusive jurisdiction over any disputes arising hereunder or in connection herewith, and the parties hereby consent to personal jurisdiction therein and waive all objections to forum and venue. The parties hereto waive their right to a trial by jury, to the extent permitted under applicable law.

Section 9.08 Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or portions thereof shall be deemed severed from the remainder of this Agreement and the remaining provisions or portions thereof shall be interpreted to give effect to the provisions hereof in a manner which reflects the intent of the parties to the maximum extent permitted by law.

Section 9.09 Confidentiality. The parties are permitted to disclose the existence of this Agreement and the nature of the parties relationship and non-monetary obligations hereunder, however Author may not transmit or show this Agreement, nor disclose any other terms of this Agreement, including but not limited to manuscript delivery payment amount, royalty or licensing amounts or percentages, without the prior and express written consent of Publisher, to be granted in Publisher's sole and absolute discretion. Nothing herein shall prohibit Author from sharing this Agreement with their attorneys, tax or financial advisors, or to the extent otherwise required by applicable law.

Section 9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page follows]

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

PUBLISHER:

[Publisher name]

AUTHOR:

[Author name]

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Exhibit A

Estimated Project Expenses & Revenues

Estimated Expenses: copies, first pressing

Printing
Copyright Registration
Library Congress #
Copyediting
ISBN
Manuscript Delivery Payment
Graphic Design/Formatting

Total

Estimated revenue

Estimated Author Royalty

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Exhibit B

Advertising and Promotion

Social Media

- **Social Media:** On a weekly basis: Check accounts and like, comment, or share mentions of **[Book Title]**. Also, update profiles to include: (1) a statement noting that Author wrote **[Book Title]** ; and (2) the book is available for purchase at [Publisher website] and other retailers.

- **Website:** If Author maintains a website or blog, include the following: (1) a statement that Author wrote **[Book Title]**. (2) the book is available for purchase at [Publisher website] and other retailers; and (3) a link to the “Buy Now” button at [Publisher website] and other retailers.

Promotion and Sales

As part of the marketing campaign for **[Book Title]**, Publisher will mail or email a [Publisher name] media packet to the institutions identified below within six (6) months following availability of hard copies of the Work. Publisher will make follow-up inquiries with distributees within thirty (30) days thereafter to inquire about their interest in endorsing, promoting, or selling the Work or scheduling an Author reading, interview, or virtual event.

Institutions and Organizations
The parties shall cooperate in good faith to finalize this list on or before [DATE].