

PUBLISHING AGREEMENT (version 1.0)

This Agreement was made on/...../..... (dd/mm/yyyy)

BETWEEN:

.....

(Legal name) who (if a 'pen name' is used) writes under the pen name of

.....

hereinafter called the Author, whose address is:

.....

.....

.....

.....

.....

whose telephone number is:

and whose e-mail address is:

.....

AND

Charlene Black Publications,

.....

.....

.....

.....

WHEREAS:

The Author wishes for the Publisher to publish their books hereinafter called singularly 'Title' or 'Work' or collectively 'Titles' or 'Works'.

IT IS AGREED AS FOLLOWS:

1. License to publish

The Author hereby grants and assigns to the Publisher the exclusive rights to publish, store, use, transmit, distribute, license and sell their Works in electronic and print form in all languages throughout the world. A list of Works to be published is attached as Appendix A however the list may be altered (deletions, additions or changes of title) by mutual consent in writing or via electronic mail.

2. Determination of media

The Author grants the Publisher the right to determine the best media for publication be it as an eBook a Paperback book a Hardback book or via any other electronic or physical form including but not limited to audio books, Braille publications, part works and magazine articles.

3. Term

This agreement shall run for three (3) years from the date of the agreement and for three years after the date of publication of any Title. When a Title is published in both electronic and print formats they will each be considered as a separate Title under this agreement. The agreement as it pertains to any individual Title will automatically be renewed for consecutive one (1) year terms if neither party gives at least thirty (30) days advance written notice transmitted via electronic or standard mail prior to the end of the current term.

4. Representations and warranties

The Author represents that they are the sole owner of the Works and that the Works to the best of their knowledge do not contain any libellous matter and do not violate the civil rights of any person or persons, do not infringe any existing copyright and have not heretofore been published in book or eBook form excepting where the Author has previously published or caused to be published the Works but has retained full title thereto. This includes manuscript, pictures, images, drawings and any other materials submitted to the Publisher and included in the Works.

The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defence thereof.

The Author is of legal age and has the full power, authority and right to enter into this Publishing Agreement.

This Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity.

The Works are not in the public domain and are entirely original except for portions thereof for which legally effective written licenses or permissions have been secured.

The Works as submitted, and their publication by the Publisher, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights,

trade secret rights, contract rights, privacy rights, or publicity rights of any other persons and entities.

The Works and all rights therein are free of liens, claims, interests or rights in others of any kind. The Publisher shall not have any legal responsibility for the Author's Works.

The Author certifies, that the Works are not defamatory or in any way illegal, and that any instructions or recommendations contained in the Works are not and will not be injurious to any person involved.

Charlene Black Publications makes no warranty or representation that the materials it publishes are appropriate in jurisdictions other than the Netherlands, including jurisdictions where the contents may be considered illegal or prohibited. Authors from other jurisdictions will be publishing with Charlene Black Publications on their own initiative and at their own risk and will be responsible for compliance with the domestic laws applicable to the territory where they live.

All information submitted to the Publisher is entirely accurate to the best knowledge of the Author.

5. Editing and proofreading

The Publisher shall have the right to proofread and edit the title so as to make the title suitable for publication. Edited manuscripts will be emailed to the Author for the Author to review.

The Author agrees to return edited manuscripts to the Publisher with their corrections within thirty (30) days of the receipt thereof.

The Publisher will not at any stage in the publishing process and after publication be held responsible for errors in the Works, including, but not limited to, spelling errors, grammar, punctuation, style, page numbering, corrupted files, computer formatting errors, and missing fonts.

If the Publisher edits the Title and the Author does not agree with the edits then the Author will have the option of employing a professional third-party editor to edit the manuscript. Such third-party editor is to be employed and paid by the Author.

If the Publisher and Author are unable to agree with the edited version of a title the Author shall have the option to either:

- 1) Pay a fee to the publisher for the editing work done and then to have this Agreement terminated. The fee to be based on the number of words in the manuscript at a rate per word of €0,01
- 2) The Author to defer to the Publisher's opinion and allow publication to proceed.

6. Paperback and hardback book sales to author

If the Author wishes to buy copies of the Works that have been published as paperback or hardback books from the Publisher, they will be sold to the Author at a price that will be set by the Publisher.

7. Marketing

The Publisher reserves the right to market the Works, using whatever marketing methods seem appropriate worldwide. No charge is made to the Author for these marketing methods. Marketing

may be carried out or not carried out at the discretion of the Publisher.

Any special or unusual or extra marketing which the Publisher and Author agree together may be funded by the Publisher and then deducted from the net income received from the Works before Royalties are distributed to the Author. Any such marketing and the costs involved will be agreed in writing or email between the Author and the Publisher before any such marketing commences.

The Author is allowed to independently market the Works either themselves or via the engaging of outside agencies. The Author will not do any thing or commission to be done any thing that would bring the Works or the Publisher into disrepute. The Author is solely liable for costs and any responsibilities arising for actions they independently perform.

8. Cover Design

eBook and paperback and hardback book cover designs and dust jackets will be created free of charge by the Publisher using images that they have in their library or are otherwise copyright and royalty free. If the Publisher and Author agree the Publisher can purchase a graphic image (or images) from an image library and the Author will pay for said image (or images). No image would be purchased on the Author's behalf without their approval in writing or via email. The copyright to the cover remains with the Publisher. The Author has the right to approve the cover design. Such approval shall not to be unreasonably withheld or delayed.

Alternatively, the Author may provide a cover image or commission a cover to be designed as long as it meets the Publisher's technical requirements and it is also copyright and royalty free.

9. Time to publication

The Publisher agrees to publish Titles in a timely manner and unless agreed otherwise by both Publisher and Author publication will take place within three months of agreement of edited manuscript and agreed cover design. Should the Publisher after twelve months from the date of this Agreement fail to edit or choose to not publish any individual Title then the rights to that Title shall revert to the Author should the Author so wish.

10. Pricing

The Publisher shall price the Works as they choose and may adjust the price of any title in order to try and maximize distribution or sales or profitability.

The Publisher retains the right to establish the discounted price to all purchasers, including, but not limited to distributors, bookstores, schools, libraries, and quantity purchasers.

The Publisher has the right to provide the Works without charge through revenue sharing programs such as Amazon's KDP Select or Smashwords, or to do any other thing which they feel will increase the distribution or the sales of the Works.

The Publisher has the right to offer the Works without charge to encourage market share. The Publisher may offer discount vouchers or use any other means to increase awareness of the Works.

11. Royalties and Licenses

The Publisher shall pay to the Author or their duly authorized representatives, the following

royalties: Forty per cent (40%) of the net income derived from the Works.

Net income for eBook Works is defined as the sales price minus a) possible revenue sharing costs, b) any previously agreed marketing costs and c) (value-added) taxes.

Net income for Paperback Works is the income that the Publisher actually receives from sales of the Works less both of: sales price minus a) the cost or costs charged to the Publisher for placing the Works with the printers and distributors, b) The cost of any previously agreed marketing and c) value-added taxes.

The Author or their duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Author's Works. Such examination shall be at the cost of the Author unless errors of accounting amounting to two per cent (2%) or more of the total sum paid to the Author shall be found to their disadvantage, in which case the cost shall be borne by the Publisher.

Royalties will be paid to the PayPal account at the email address specified in Appendix B. It is the responsibility of the Author to provide the Publisher with accurate and up-to-date information regarding the account to which royalties are to be paid.

12. Overpayment

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Works.

13. Statements and Royalty Payments

The Publisher agrees to render statements with each payment to the author showing an account of sales.

Royalty Payments will be paid in January and July each year or in any month when the total balance due to the author exceeds €100 (Euro).

14. Reversion and Termination

If the Publisher shall, during the existence of this agreement, default in the making of payments as herein provided and shall neglect or refuse to make such payments then within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

Upon the termination of this agreement all rights granted to the Publisher shall revert to the Author for their use.

15. Bankruptcy and Insolvency

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act,

or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

16. Subsidiary Rights

The Author grants to the Publisher the rights in all languages and throughout the world for all of the following:

1) Reprint a Title or Titles and selections or shortened versions in anthologies and other volumes. 2) Serial and reprint rights of selections or shortened versions in any magazine or newspaper or website. 3) Reproduction of the text for the physically handicapped. 4) Grant to others for a fee the reprint rights to the authors works based on geographic area or other criteria.

The Author will receive 40% of all net income received from the sale of the above rights or materials produced under those rights. The Publisher shall have the sole right to negotiate and sign contracts, in regard to these rights, provided it has consulted with the Author. The Publisher may publish or permit others to publish, free of charge, such brief selections as it thinks proper to benefit the sale of the Work.

17. Reserved Rights

All rights in the Works now existing or which may hereafter come into existence, not specifically herein granted are reserved to the Author for their use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts and summaries of the Works thereof, not to exceed fifteen per cent (15%) of the total word count, up to a maximum of two thousand (2,000) words in length.

18. Loss of Works

The Publisher is not and will not be liable to the author for any misplacement or loss of any or all of the Works for any reason.

19. Arbitration

Any controversy or claim arising out of this agreement or the breach thereof shall be settled first by a mandatory mediation period of 3 months. Such mediation shall take place at the Publisher's domicile unless the parties agree otherwise. Each party shall bear their own cost of the mediation, and share equally other costs. In case the mediation is unsuccessful, the parties agree to arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the City of Utrecht in the Netherlands unless otherwise agreed by the parties. The Author may, at their option, in the case of failure to pay royalties, refuse to arbitrate, and pursue their legal remedies.

20. Notices

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

21. Waiver

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

22. Infringement

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefore. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in their name at their own cost and expense.

23. Law

This Agreement shall be governed by Dutch law in every particular including formation and interpretation and shall be deemed to have been made in the Netherlands.

If any provision of this agreement or any portion thereof is held to be invalid and unenforceable then the remainder of this agreement shall nevertheless remain in full force and effect.

24. Inheritance

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

25. Alteration

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

For and on behalf of the Publisher:

Signed

Place & Date

For and on behalf of the Author:

Signed

Place & Date

Re your right to enter into a contract please enter below your date of birth and attach to this agreement a copy of your Passport or Driving Licence or some other document that validates that you are an adult.

Date of Birth:/...../..... (dd/mm/yyyy)

Appendix B

ALL AUTHORS:

For payment of royalties, please enter below, your email for transmission of funds via PayPal.

Email:

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If you are not able to receive funds via PayPal then payment can be made to an overseas bank however the Author will be liable for all international bank transfer charges. If you wish to be paid in this manner, please tick the box below and provide details of your bank.

I (the Author) am willing to be paid to the below account with bank fees deducted from my payment

Bank details:

Bank Name:

Bank Address:

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IBAN
(International Bank Account Number):

BIC (Banking Identifier Code) or
SWIFT code or clearing code: