

PUBLICATION AGREEMENT

This publication agreement (“Agreement”), made this ____ day of _____, 20____, between _____ (hereinafter referred to as the “Author”), whose address is _____ and Picky Press (hereinafter referred to as the “Publisher”), an imprint owned by Tovim Press, LLC, an Arizona Limited Liability Company, with a principal address of 18402 N 19th Ave Ste 342, Phoenix, AZ 85023-1361, with respect to the work entitled _____ having ISBN number _____, to be published in e-pub and Kindle formats (hereinafter referred to as the “Work”).

Article One

Rights Granted To Publisher

Section 1.1: The Author grants to the Publisher during the Term (as defined below) of this Agreement the exclusive right to:

- A. Publish and market the Work in e-Book form (“e-Book Form”), throughout the world;
- B. Store, use, transmit, and distribute electronic copies of the Work as required in facilitating the distribution process, such right to extend to Publisher’s distribution partners;
- C. Make excerpts of no more than twenty percent (20%) of the Work viewable on the Publisher’s website, or on its network of distribution partners’ websites that have entered into agreement with the Publisher, in order to facilitate sales of the Work;
- D. Post pertinent information regarding the Author or the Work, including information provided by the Author that will help promote the Author or Work;

Any of the above uses may be made for publicity purposes to benefit the sale of the Work.

Section 1.2: Author will retain copyright ownership in the Work and does hereby license to Publisher the rights described above.

Section 1.3: All rights in the Work not specifically granted to the Publisher are reserved by the Author. Further, Author retains rights to any derivative Work or arising from the original Work, including but not limited to screenplays, adapted screenplays, teleplays, television serials/series, and stage plays.

Article Two
Publication and Procedure

Section 2.1: The Publisher agrees to publish the Work in e-Book Form, and at the prices the Publisher and Author may mutually deem appropriate, subject to the following procedure:

- A. Electronic proofs shall be emailed to the Author for the Author's corrections and changes within a reasonable timeline. Author shall deliver the final manuscript within 6 (six) months of the execution of this Agreement unless otherwise agreed with the Publisher;
- B. This Agreement shall only be in effect upon completion of the Work;
- C. Author shall complete and execute all relevant additional instruments reasonably requested by Publisher, including preparation of the work according to the Publisher's style guide, content guidelines, etc.;
- D. Author shall make a reasonable effort to acquire endorsement quotes and reviews, actively market and publicize the Work, and to publicize the Work on the Author's website and social media if applicable;
- E. Author may elect to purchase design services from Publisher to create additional publicity materials to further promote the Work at Author's expense;
- F. Author is solely responsible for any additional advertising costs requested and/or pursued by the Author to promote the Work, apart from those initially provided by the Publisher;
- G. Publisher shall publicize the Author and the Work on the Publisher's website, and may also elect to publicize the Work in the Publisher's catalog, all free of charge;
- H. Publisher shall publicize the Author and the Work to the Publisher's distribution partners' sales team, representatives, and booksellers, within its associated network;
- I. This Agreement will be void after one (1) year unless a signed written agreement for an extension is made by both parties if Author has not fulfilled A through F.

Article Three
Author's Royalties

Section 3.1: The Publisher agrees to pay the Author royalties. All royalties due and owing shall be determined on the Net based on the Publisher's paid invoices for the Work, less all reasonable expenses including any distribution fees and special channels. Royalties shall be computed on the sale of the Work in e-Book Form, the Publisher will pay the Author 50% of the Net proceeds. Unless otherwise agreed to in writing by the parties hereto, all fees and compensation due and owing as a result of performance under this Agreement are quoted and payable in U.S. Dollars.

Section 3.2: The Publisher shall make royalty payments to the Author every ninety (90) days following the end of the third calendar month after the date of publication, so long as there are Proceeds available for payment to the Author. If the amount due for any accounting period shall be less than \$5.00, the balance shall be applied to the next quarter until the royalty payment due equals or exceeds \$5.00. The Publisher may deduct any overpayment to the Author from any royalties due and owing the Author on the Work.

Section 3.3: The Author shall have the right to examine, through the Author's accountant and at the Author's expense, the Publisher's books and records containing entries relating to the Author's rights under the terms of this Agreement. This right may be exercised no more than once annually, with thirty (30) days' notice to Publisher. This right shall extend twelve (12) months past the termination date of this Agreement.

Section 3.4: The Publisher shall permit the Author to obtain copies of the Work at no cost, which do not count as sales and are not subject to royalties.

Article Four

Copyrights

Section 4.1: A copyright notice shall be placed on the copyright page in each copy of the Work by the Publisher (subject to the representations and agreements of the Author), in compliance with the United States copyright law and the Universal Copyright Convention. If the Author chooses, at his/her own expense, he/she may obtain a Certificate of Copyright either through the Publisher or on his/her own accord from the United States Copyright Office.

Section 4.2: The Author and Publisher agree that the words “Published by Picky Press” shall appear on the copyright page in each copy of the Work. The Author and Publisher further agree that the words “Picky Press”, and/or the Picky Press logo which is Trademarked and owned by its parent company Tovim Media, LLC, shall appear on the title page of the Work. The Author may use this logo only in a manner that is related to the marketing of the Work, and only when this Agreement is in force. If this Agreement is terminated for any reason, the Author may no longer use the Picky Press words and/or logo, and agrees to remove said words and logo from all future copies of the Work.

Section 4.3: If the Publisher supplied artwork, including illustrations, photographs or graphics at its own expense, it shall own this artwork and may copyright it in its own name. If Author hired the Publisher or a third party to provide artwork, including illustrations, photographs or graphics specifically for the Work, Author retains all rights to said artwork upon publication of the Work. The Author and the Publisher may use the cover art in any manner that is related to the marketing of the Work.

Section 4.4: If the copyright in the Work is infringed by a publication or production of a kind that invades any of the rights in which the Publisher and/or Author has a financial interest under the provisions of this Agreement, Publisher and/or Author shall have the right to commence an action for infringement of the copyright (“Action”). In the event there is an Action pursued by the Author or Publisher upon the mutual consent of each party, then they shall share expenses and settlement equally. Author reserves the right to decline, and Publisher may pursue and retain entire settlement. If the Publisher shall elect to join in the Action initiated by author, all expenses

and the net amount of any recovery or settlement resulting from the Action shall be shared equally. These rights shall extend twelve (12) months past the termination date of this Agreement.

Article Five

Warranties and Indemnification

Section 5.1: The Author warrants as follows:

- A. That the Work is entirely original, except for portions thereof for which legally effective written licenses or permissions have been secured, or verified to be in the public domain;
- B. That Author is the sole owner of all the rights granted to the Publisher in this Agreement, and that Author has the full right and power to enter into this Agreement;
- C. That this Agreement does not conflict with any arrangements, understandings, or agreements between the Author and any other person or entity;
- D. That no part of the Work has been published, and that no right has been granted by the Author;
- E. That if published, it will not infringe upon any proprietary right at common law or any statutory copyright or any other right whatsoever of third parties;
- F. That the Work is not defamatory or obscene, and contains no matter that is libelous, in violation of any right of privacy or is otherwise in contravention of law, and will not be injurious to any reader, user, or third person.

Section 5.2: The Author agrees to indemnify and hold the Publisher and its distribution partners harmless from any claim, demand suit, action, proceeding, or prosecution (and liability, loss, expense, or damage in consequence regarding text and material provided by Author) asserted or instituted by reason of the publication or sale of the Work or the Publisher's exercise or enjoyment of any of its rights under this Agreement or by reason of any warranty or indemnity made, assumed, or incurred by the Publisher in connection with the exercise of any of its rights under this agreement. The Publisher shall have the right at its option either to defend the claim, demand, suit, action, proceeding, or prosecution by counsel of its selection, or to settle the same on terms it deems advisable; or, with the prior written approval of the Publisher, the Author may defend or settle. In the event of a final judgment dismissing any claim, demand, suit, action,

proceeding, or prosecution without liability to the Publisher, the indemnity of the Author shall be limited to reimbursing the Publisher to the extent of one-half of the net expenses incurred by the Publisher. The Publisher shall have the further right to withhold and apply any royalties or other sums due the Author under this or any other agreement in payment of the Author's obligations under this paragraph. The rights and obligations in this Section 5.2 survive the termination date of this Agreement.

Article Six

Termination and Breach

Section 6.1: The Author may terminate the Agreement if the Publisher fails to publish the finished Work in e-Book Form within one (1) year of the execution of this Agreement, or has sold no copies through Publisher's distribution. Upon termination all rights revert to the Author.

Section 6.2: If the Publisher gives written notice to the Author of its intention to discontinue publication of the Work, or if the Publisher fails to keep the Work in distribution, and, the Author having given notice to the Publisher to publish the Work, the Publisher has failed to do so within six (6) months after receipt of notice, then the Author shall have the right to terminate this Agreement by notice delivered to the Publisher and have all rights revert to Author. The Work shall be deemed "in print" if it is on sale by the Publisher's vendors and affiliates, or under license granted by the Publisher, or if the Work has sold more than 5 e-Book copies.

Section 6.3: Either Publisher or Author may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, filing of bankruptcy, or other material breach of this Agreement. In the event of any breach, whether material or not, of any of the Author's warranties or promises or indemnities, the Publisher or Author shall have the option to terminate this agreement by 30 days' advance notice in writing, stating or describing the breach, and indicating Publisher's intent to terminate if the described breach or default is not cured within that time.

Section 6.4: Either Publisher or Author may terminate this Agreement for any reason upon mutual agreement of the parties by 30 days' advance notice in writing. The termination of this

Agreement under this Section or otherwise shall be subject to any license, contract, or option granted by the Publisher to the Publisher's distribution partners before the termination and the Publisher's right to its share of the proceeds from such grants after the termination.

Article Seven

Term

Section 7.1: The Term of this Agreement shall extend for ten (10) years after the publication date, and shall continue on a monthly basis thereafter until the termination of this Agreement in accordance with Article Six. At that time all rights shall be transferred to the Author, and this Agreement will be void with the exception of any royalties that are still due.

Article Eight

Miscellaneous

Section 8.1: Binding Agreement. The terms and provisions of this Agreement are binding on and enforceable by and against the parties, their successors, legal representatives, and assigns. There is no other agreement between the parties that deals with the subject matter of this Agreement.

Section 8.2: Conflict with other Agreements. This Agreement shall alter and amend any other written or oral agreement of the parties as needed to comply with the terms and conditions herein.

Section 8.3: Modification or Amendment. This Agreement may not be modified or amended without the written consent of all persons who are parties on the date of such amendment.

Section 8.4: Notices. All notices required or permitted to be given to the Publisher under this Agreement must be given in writing, and will be deemed given when received by email, or after mailing by registered or certified U.S. mail, postage prepaid, with return receipt requested.

Section 8.7: Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or clause of this Agreement, or portion thereof, shall be

held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion.

Section 8.8: Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument. The failure by any party to enforce any term or provision of this Agreement shall not affect the validity or enforceability of that term or provision.

Section 8.9: Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement, where such delay or failure arises by reason of any act of God or any government or any governmental body, war, terrorist act, insurrection, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

Section 8.10: Applicable Law. This Agreement shall be governed by and construed in accordance to the mutually agreed upon court or other tribunal of competent jurisdiction.

Section 8.11: Attachments. All attachments referred in this Agreement and attached hereto are incorporated in this Agreement by reference.

Section 8.12: Construction of Terms. Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter.

Section 8.13: Headings. Headings are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.

Section 8.14: Assignment. Author may not assign this Agreement, or any rights or obligations hereunder, by operation of law or any other manner, without the Publisher's prior written consent. Upon the death of Author, assignment of Author's rights may transfer to legal heirs.

Section 8.15: Advice of Counsel. The parties acknowledge and agree that each has had the unrestricted opportunity to consult with independent legal counsel of his/her own choosing, that any decision not to be so represented was voluntarily and independently made by that party, and that the provisions of this Agreement will not be construed in favor of either party.

Section 8.16: Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by mutual consent of both parties by a mutually agreed upon arbitrator. If arbitration is used, both the Author and Publisher shall agree on the selection of the arbiter. An award of arbitration may be confirmed in a mutually decided upon court of competent jurisdiction.

Article Nine

Signature

Section 9.1: Author represents and warrants to have the legal right, power and authority to enter into this Agreement and execute such document either by physically signing, or by means of using an electronic signature.

Section 9.2: If so elected, Author acknowledges that by typing his/her legal name in the space provided below that his/her typewritten name acts as a handwritten signature complying with electronic signatures as described in the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act).

By completing the information below, Author and Publisher agree to be bound by the terms of this Agreement as of the date listed above.

AUTHOR

Picky Press
PUBLISHER