

Publisher Initials: _____

Author Initials: _____

THE ZHARMAE PUBLISHING PRESS, L.L.C. STANDARD PUBLISHING AGREEMENT

1. This Publishing Agreement (hereinafter “Agreement”) is entered into as of the date of signature made by Publisher(hereinafter “Effective Date”) by and between The Zharmae Publishing Press, a Washington State Limited Liability Company, having an address at 1827 West Shannon Avenue, Spokane, Washington 99205 (hereinafter “Publisher”), and [Insert name, Address, SSN, DOB, and Citizenship] (hereinafter “Author”) concerning a work presently titled [Insert Working Title] (hereinafter “Work”) and described in Exhibit 1, attached hereto.

In consideration of the promises set forth within this Agreement and for the valuable consideration which is acknowledged by the Author, the parties agree as follows:

GRANT OF RIGHTS

2. Grant of Rights. Author, on behalf of himself and his heirs, exclusively grants, to Publisher and its licensees and/or successors, all rights, title, and interest in and to the Work. This Exclusive Grant of Rights may be in any and all media and forms of expressions now known or hereafter devised or created, including but not limited to all copyrights of such, for the full term of those copyrights (and any and all extensions and renewals thereof) as granted in Exhibits 2 & 3.

2.1 Primary Rights - See Exhibit 2, attached.

2.2 Secondary Rights - See Exhibit 3, attached.

3. Territory. The rights granted to Publisher in this Agreement may be exploited throughout the universe.

4. Term. The rights granted to Publisher in this Agreement may be exploited for the life of the copyright.

AUTHOR COMPENSATION

5. Advance Against Royalties. Publisher shall pay Author, as an advance against royalties and any other amounts owing by Publisher to Author under this Agreement, the sum of [Insert amount here in USD of at least \$0.05 per word] to be paid as follows: One-third upon signing of this Agreement, one-third upon delivery and acceptance of the complete Manuscript (as defined in Section 9 below), and one-third upon publication of the Work in the first Publisher’s edition.

5.1 In the event the Work appears on the New York Times Bestseller List the Publisher shall pay to the Author, as additional advances against royalties and other sums accruing to Author under this Agreement, \$5,000 USD for first appearance of the Work and \$1,000 USD for each subsequent appearance of the Work up to a total of \$10,000 USD.

6. Royalties on Publisher’s Editions. For each Edition of the Work published by Publisher under this Agreement, Publisher shall credit Author’s account with the following royalties on Net Revenues (all revenues are paid in USD):

6.1 10% (ten percent) of the Net Revenues on the first 5,000 Net Copies Sold of any Edition, not electronic.

6.2 15% (fifteen percent) of the Net Revenues on the next 5,000 Net Copies Sold of any Edition, not electronic.

6.3 20% (twenty percent) of the Net Revenues on sales in excess of 10,000 Net Copies Sold of any Edition, not electronic.

6.4 25% (twenty-five percent) of the Net Revenues on sales of electronic Editions sold.

7. Reduced Royalties on Publisher’s Editions. For any and all sales of the Work in any Publisher’s edition at discounts greater than 55% ; nonreturnable sales; and bulk, premium, and other special sales; Author’s royalty shall be 15% (fifteen percent) or net revenues paid in USD.

8. Author’s Share of Revenue from Licensing of Rights. Publisher shall credit Author’s account with a royalty equal to 50% (fifty percent) of all Net Revenues actually received by Publisher for the exploitation or disposition of any and all rights in the Work by third parties under license from the Publisher. All monies shall be paid in USD.

THE MANUSCRIPT

9. Delivery of Manuscript. Author agrees to deliver the manuscript of the Work in the English language in its entirety (“the Manuscript”) to the Publisher not later than [Insert date of delivery] (“the Initial Delivery Date”) in the form of a computer-readable file as Publisher may specify: double spaced on 8 ½-by-11-inch white paper, which Manuscript shall be in approximate length as outlined in Exhibit 1 and shall otherwise be acceptable to Publisher in form and content.

10. Artwork, Permissions, Index, and Other Materials. Author shall deliver to Publisher, at Author’s expense, not later than the Initial Delivery Date or such other date(s) as may be designated by Publisher, each of the following:

10.1 Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Front matter, and/or Back matter) owned by any third party which appear in the Work and written releases of consents by any person or entity described, quoted, or depicted in the Work (collectively “Permissions”).

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10.2 Publisher will, at its own expense, to be repaid by Author Royalties, develop any Original art, illustrations, maps, charts, photographs, or other artwork in a form suitable for reproduction, that is deemed necessary by the Author. Publisher, at its own expense, may commission any such material deemed unnecessary by Author.

11. Publisher's Rights on Delivery. If Publisher, in its sole discretion, deems the Manuscript, Artwork, Front matter, and/or Back matter, Permissions, and/or any other materials delivered by Author under this Agreement to be unacceptable in form or substance, then Publisher advise Author in writing, and Author shall have the opportunity to generally revise, correct, and/or supplement the deficient materials to the satisfaction of the Publisher, and deliver fully revised, corrected and/or supplemented materials as indicated in Publisher's written notice or email (the "Final Delivery Date"). If such revised, corrected, and/or supplemented materials are not delivered in a timely manner or as indicated in the notice or email, or if they are deemed unsatisfactory in form or substance by Publisher and Author is unwilling to continue revisions, corrections, or supplementations, then Publisher may terminate this Agreement without further obligation to Author.

12. Termination for Nondelivery or Unsatisfactory Delivery. If Author fails to deliver the Manuscript and/or any revisions and corrections as requested by Publisher in a satisfactory form and substance, on dates indicated by Publisher, then Publisher shall have the right to terminate this Agreement by letter sent by traceable mail to the address of Author. Upon termination by Publisher, Author shall immediately repay Publisher any sums previously paid to Author under the terms of this Agreement, and upon such repayment, all rights granted to Publisher under this Agreement shall revert to Author.

13. Publisher's Right to Terminate Due to Changed Conditions. Publisher shall not be obligated to publish the Work, if, in its sole and absolute judgment, whether before or after acceptance of the Work, Publisher determines that supervening events or circumstances since the date of this Agreement have materially and adversely changed the economic expectations of the Publisher regarding the Work at the time of making this Agreement. Upon making such a determination, Publisher may terminate this Agreement without further obligation by written notice to Author, and Author may retain all payments previously made to Author under this Agreement. If no advance against royalties has been paid, then Publisher shall pay Author a kill fee of \$250 USD.

PUBLICATION

15. Editing and Publication Format. Publisher shall have the right to request that Author revise the Work for any and all uses contemplated under this Agreement, and shall have the right to make any changes in the Work as advised by the Publisher's counsel. Publisher shall have the right to manufacture, distribute, advertise, promote, 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, and price. Notwithstanding any editorial changes or revisions by Publisher, Author's warranties and indemnities under this Agreement shall remain in full force and effect.

16. Review by Publisher's Counsel. Notwithstanding any other provision of this Agreement, publisher shall have the right, but not the obligation, to submit the Work for review by counsel of its choice to determine if the Work contains material which is or may be unlawful, violates the rights of third parties, or violates the promises, warranties, and representations of Author set forth in this Agreement.

16.1 Publisher shall not be obligated to publish the Work if there appears to be a risk of legal action of the liability on account of any aspect of the Work. If the Work requires modifications, substantiation of facts, or other changes to avoid such risk then Author will make all such changes. If Author declines to make such changes, or if the changes will not eliminate the risk then Publisher may terminate this Agreement without further obligation, and all rights granted to Publisher shall immediately revert to Author.

16.2 Nothing contained in this Agreement imposes on Publisher any obligation to review or verify the contents of the Work.

17. Proofs. Publisher shall provide Author with an electronic proof of the Work. Author agrees to read, correct, and return all page proofs within seven (7) 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.

18. Time of Publication. Publisher agrees that the Work, if published, shall be published within eighteen (18) months of the Final Delivery Date, except as the date of publication may be extended by forces beyond Publisher's control. The date of publication as designated by Publisher, but not later than the date of first delivery of bound volumes, shall be the "Publication Date" for all purposes under this Agreement.

19. Author's Copies. Publisher shall provide Author with three (3) physical copies and ten (10) electronic copies, free of charge, of the Work published by Publisher. Author shall be permitted to purchase additional copies of the Work, at cost, to be paid upon receipt of Publisher's invoice, for Author's personal use and not for resale.

20. Advertising and Promotion. Publisher shall have the right to determine the time, place, method, and manner of advertising, promotion, and other exploitation of the Work..

21. 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.

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22. Future Revisions. After the Work is in publication Publisher may deem appropriate and request Author to revise the Work. If Author agrees to revise, the provisions of this Agreement shall apply to each revision of the Work by Author, and shall be delivered to Publisher within a reasonable time after Publisher's.

22.1 Should the 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 Author's Estate shall reimburse Publisher for all its actual costs of making such revisions.

22.2 If Publisher engages one or more persons to make such revisions, then Publisher, in its sole discretion, may afford appropriate credit in the form of "Literary Contributions" to such person(s) in the Credits, Colophon, or Copyright page of the Work.

COPYRIGHT

23. 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 a form and place that Publisher reasonably believes to comply with the requirement 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. Publisher shall have the right, but not the obligation, to apply for registration of copyright(s) 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. Publisher will provide Author with written evidence of the timely filing of all required applications for registration and copies of Certificates of Registration when issued. Publisher shall secure and confirm in writing from each of its licensees the obligation to publish a proper copyright notice and to register the copyright in any and all licensed editions in strict conformity with the terms and conditions of this Agreement.

24. Additional Documents. Author shall execute and deliver to Publisher any documents which Publisher deems necessary effectuate the rights granted in this Agreement.

24.1 Commission of Delegation. Author hereby commissions Publisher as its delegate and grants Publisher the power to execute documents in the name of Author in order to evidence and effectuate only the rights granted to Publisher in this Agreement.

25. Copyright Infringement. If, at any time during the term of this Agreement, a claim shall arise for infringement of unfair competition regarding any of the rights which are granted by or contained within this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, the expenses (including attorney's fees) and recovery, if any, shall be shared equally by the parties. If the parties do not proceed jointly, either or both parties shall have the right to proceed separately, and if so, such party shall bear the costs of litigation. If the party proceeding separately does not hold the record title of the copyright at issue, the other party hereby consents that the action be brought in his, her, or its name. Notwithstanding the foregoing, Publisher has no obligation to initiate such claims, and shall not be liable for any failure to do so.

25.1 Publisher shall, at the written request of Author, advance the costs and expenses of litigation jointly undertaken by Author and Publisher, and shall be entitled to recoup such costs and expenses out of first monies received, if any, from any settlement of judgment.

ACCOUNTING

26. Accounting. Publisher shall provide to Author a bi-annual accounting statement of Net Units sold and Net Revenues from sale of Publisher's editions and other exploitation of rights to the Work, and other credits and debits relating to the Work and the rights granted in this Agreement, and pay Author any amount(s) then owing, for each six-month accounting period, not later than thirty (30) days following the close of each such period.

26.1 Publisher shall have the right to debit the account of the Author for any overpayment of royalties, and any and all costs, charges, or expenses which Author is required to pay or reimburse to the Publisher under this Agreement,

26.2 No Cross Collateralization of accounting will occur between this and any other agreement between Publisher and Author. That is, the sales of each Work will be accounted for independently other Works under separate Agreements.

27. Reserve Against Returns. Publisher shall have the right to allow a reasonable reserve against returns. The reserve against returns may not exceed 30% (thirty percent) of print editions, and 0% (zero percent) of electronic-book editions, of earned royalties in any accounting period, and the reserve may be held for one accounting period only. If royalties have been paid on copies that are thereafter returned, then Publisher shall have the right to deduct the amount of such royalties on such returned copies from any future payments under this Agreement.

28. Audit Rights. Author shall have the right, upon reasonable notice and during usual business hours once per year, to engage a certified public accountant to examine the books and records of Publisher relating to the Work at the place where such records are regularly maintained. Any such examination shall be at the sole cost of the Author, and may not be made by any person acting on a contingent fee basis. Accounting Statements rendered under this Agreement shall be final and binding upon Author unless Author sets forth specific objections in writing and the basis for such objections within six (6) months after the date the statement was rendered.

29. Agency. Author hereby authorizes and appoints [Name and Address of Authors literary agent or agency] ("Agent") to act as Author's agent in connection with this Agreement, including but not limited to the disposition of any and all rights in the Work, and sequels to the Work, and any options to future work of the Author under this Agreement. Accordingly, Agent is hereby fully

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empowered by Author to act on behalf of Author, to collect and receive all sums of money payable to Author, and to receive any and all statements, notices, or other communications to Author in connection with this Agreement. Receipt by Agent of any such payments, statements, notices, and other matter shall be a valid discharge of Publisher's obligation to Author for such matters under this Agreement. This clause creates an agency coupled with an interest as between Author and Agent.

29.1 Termination of Agent. The Publisher may pay all sums hereunder to Agent until the Publisher receives written notice from the Author of the termination of such agency. Upon receipt of such notice, Publisher will request written consent and release from Agent. Upon receipt of such written consent and release, the Publisher shall pay all further sums directly to the Author or to such other persons as the Author shall direct in writing.

WARRANTIES, REPRESENTATIONS, AND INDEMNITIES

30. Author's Representations and Warranties. Author represents and warrants to Publisher that:

- (i) the Work is not in the public domain;
- (ii) Author is the sole creator of the Work as defined in this Agreement, consisting of the principal text but excluding the Artwork to be provided by an illustrator to be selected by Author and approved by Publisher, 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;
- (iii) the Work has not heretofore been published, in whole or in part, in any form;
- (iv) 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;
- (v) the Work contains no matter whatsoever that is obscene, libelous, violative of any third party's right to privacy or publicity, or otherwise in contravention of law or the right or any third party;
- (vi) all statements of fact in the Work are true and are based on diligent research;
- (vii) all advice and instruction in the Work is safe and sound, and is not negligent or defective in any manner;
- (viii) the Work, if biographical or "as told to" Author, is authentic and accurate; and
- (ix) Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to Publisher under this Agreement.

31. Author's Indemnity of Publisher. Author shall indemnify, defend, and hold harmless Publisher, its subsidiaries and affiliates, and their respective shareholders, officers, employees, etcetera from any and all claims debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties and representations or any other obligation of Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

31.1 Each party to this Agreement shall give prompt notice in writing at the address listed in the recitals on page 1 of this Agreement to the other party of any Claims.

31.2 In the event of any 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 until such Claims are adjudged.

31.3 Authors warranties, representations, and indemnities as set forth in this Agreement shall extend to any person or entity who is a licensee of the rights granted in this Agreement against whom any Claims are asserted as if such warranties, representations, and indemnities were originally made to such licensee.

31.4 All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.

31.5 No compromise or settlement of any Claims at Author's expense shall be made or entered into without the prior written approval of Author, such approval not to be unreasonably withheld.

32. Insurance. Publisher, at its own expense, shall name Author as an additional insured in any policies of insurance that Publisher, in its sole and absolute discretion, may maintain during the term of this Agreement.

32.1 Author shall be responsible for any applicable insurance deductible and all amounts in excess of policy limits in connection with the Claims in the event that an adverse judgment is entered on a claim for copyright infringement.

32.2 Publisher shall provide Author with a certificate of insurance or other proof of coverage for each policy on which Author is an additional insured, and shall notify Author in writing of the expiration, termination, cancellation, or non-renewal or any such coverage, during the term of this Agreement or so long as the Author remains obligated to Publisher under any warranties, representations, or indemnities.

OPTIONS, NON-COMPETITION, AND OTHER RIGHTS AND RESTRICTIONS

33. Option on Author's Next work. Publisher shall have the right to acquire Author's next book-length work on the same terms and conditions set forth in this Agreement. Author will submit a completed manuscript of such work to Publisher before submitting the work to any other publisher, and Publisher shall have one hundred-eighty (180) days in which to review the submission and determine whether or not to exercise the option. The one hundred-eighty (180) day period described above shall begin 30 days after

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the date of final signature of this Agreement. If Publisher declines to exercise its option, then Author may submit the work to other publishers or otherwise dispose of the work.

34. Author's Next Work. Author acknowledges and agrees that the Work will be Author's next published work in book form which is not exempted from this Agreement, and Author shall not publish or permit the publication of any other work in book form within thirty days prior and post publication of the Work under this Agreement.

35. Reservation of Rights. All rights in the Work not expressly granted to Publisher under this Agreement are wholly and exclusively reserved to the Author.

36. Author's Non-competition. During the duration of this Agreement, Author shall not prepare, publish, or participate in the preparation or publication of, any competing work that is substantially similar to the Work, or which is likely to injure the sales of the Work.

36.1 The foregoing non-competition clause shall not apply to any works by the Author which may be included in Exhibit 5 of this Agreement. The Publisher, in its sole discretion, and at the request of the Author may add, but not be limited to, various subjects, titles, and/or plots of which will receive exemption under this section. Author will submit a detailed outline of the proposed exemption prior to the addition of Exhibit 5, and may further submit a copy of the final manuscript prior to publication of such Work to ensure the Works conformity to this Agreement.

37. Title and Series Rights. Publisher reserves all rights in and to the title (including series title, if any), logotype, nom de plume, pseudonym, trademark, trade dress, format, and other features of the Work as published and promoted by Publisher. Publisher shall have the right to request Author to develop sequels or prequels, new or additional titles in a series, or related works using any and all such elements, and may commission or contract with any other person(s) for the preparation of such sequels, series, or related works with Authors consent.

CESSATION OF PUBLICATION

38. Remainders. Annualized sales of the Work below 100 units is considered insufficient demand and the Publisher may discontinue publication of the work and dispose of the copies remaining on hand as it deems best. In such event, Author shall have the right, within thirty (30) days of Publisher's written notice to purchase some or all copies and to purchase the film and plates at the Publisher's actual cost plus three percent (3%) warehousing fees, If Author declines to purchase such copies or other materials, Publisher may dispose of the copies as it deems best.

39. Reversion of Rights. If the Work goes out of print in all Publisher's editions, Author shall have the right to request that Publisher reprint or cause a licensee to reprint the Work. Publisher shall have twelve (12) months after receipt of any such written request from Author to comply, unless prevented from doing so by circumstances beyond Publisher's control. If Publisher declines to reprint the Work as described above, or if Publisher agrees to reprint the Work but fails to do so within the time allowed, then Author may terminate this Agreement upon thirty (30) days' written notice. Upon such termination, all rights granted under this Agreement, except the rights to dispose of existing stock, shall revert to Author, subject to all rights which may have been licensed by Publisher to third parties, and Publisher shall have no further obligations or liabilities to Author except that Author's earned royalties will be paid when and as due. The Work will not be deemed out of print within the meaning of this section so long as an English-language edition of the Work is listed in the current catalog of Publisher or its licensee and is available for sale through Amazon.com in the United States in electronic book format and annualized sales remain above 120 units.

39.1 Restriction on Reversionary Clause. The reversionary clause in this Agreement shall not be construed to entitle Author to reclaim the rights to the Work so long as Author is indebted to Publisher for any recouped advance or other amount owing by Author to Publisher under this Agreement.

39.2 Reversion by Author Request. If sales of the Work fall below 120 units for the fiscal operating year of the Publisher, Author may request that Publisher revert the rights of the work to the Author, not to be unreasonable withheld by Publisher.

40. 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. Any and all rights of Publisher under such licenses and grants of rights, and all warranties, representations, and indemnities of Author, shall survive the expiration of this Agreement.

GENERAL PROVISIONS

41. Right to Withdraw Offer. Publisher shall have the right to withdraw its offer of agreement at any time prior to date of final signature by Publisher.

42. Counterparts. This Agreement may be signed in counterparts, and if so, the counterparts bearing the signatures of all parties shall be deemed to constitute one binding agreement.

43. Advice of Counsel. Author acknowledges that Publisher has explained that he or she is entitled to seek the advice and counsel of an attorney or agent of Author's choice before agreeing to the terms of this Agreement, and Publisher has strenuously encouraged Author to do so. Author acknowledges that, in the event Author signed this Agreement without seeking the advice of an attorney or agent, it is because Author has decided to forego such advice and counsel.

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44. 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. Author acknowledges and agrees that this Agreement represents the complete and entire binding agreement of Author and Publisher regarding the Work.

45. Modification and Waiver. This Agreement may not be modified or altered except by a written document signed by both parties

46. No Employment or Other Relationship. The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no employer-employee relationship, or other legal relationship is created between them.

47. Multiple Authors. Whenever "Author" refers to more than one person, such persons will be jointly and responsible for all duties, obligations, and covenants under this Agreement, and will share equally all royalties and other amounts to be paid under this Agreement, unless otherwise specified in writing.

48. Force Majeure. Author and Publisher jointly acknowledge obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents either party from performing their obligations.

49. Notices. Any written notice or delivery under any provision of this Agreement will be deemed properly delivered to Author, by mailing via traceable mail to the address(es) set forth in the Recitals above, except as the address(es) may be changed by notice in writing.

50. 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 prior written consent of Publisher.

51. Applicable Law. This Agreement shall be interpreted, construed, and governed in all respects by the laws of the state of Washington.

52. Mandatory Arbitration. If a resolution to any dispute arisen between Author and Publisher regarding this Agreement is not reached through mediation, such dispute shall be referred to binding private arbitration in Spokane, Washington in accordance with the Rules of the American Arbitration Association, and any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct reasonable discovery as permitted by the arbitrator(s) and the right to seek temporary, preliminary, and permanent injunctive relief in any court of competent jurisdiction during the pendency of arbitration or to enforce the terms of an arbitration award.

52.1 Litigation & Suppression. Author and Publisher agree to be bound by the Arbitration Award; and agree that disputes between them will not be further litigated. Both parties agree to a Binding Order of Public Suppression and will not allow private commentary to be disseminated in a public manner when it relates to Author/Publisher disputes.

53. Attorneys' Fees and Cost of Travel. In any action on this Agreement, including litigation and arbitration, the losing party shall pay all attorneys' fees and costs incurred by the prevailing party to include actual costs of transportation, food, and lodging, in connection with litigation or arbitration.

54. Headings. Headings and footers are for convenience only and are not to be deemed part of this Agreement.

55. Bankruptcy. If a petition in bankruptcy or a petition for reorganization is filed by or against Publisher, or if Publisher makes an assignment for benefit of creditors, or if Publisher liquidates its business for any cause whatsoever, Author may terminate this Agreement by written notice within ninety (90) days after any of the foregoing events. however all rights granted to Publisher by Author will immediately revert to Author.

56. Payment. All payments and references to money are in USD.

57. Riders and Exhibits. This Agreement consists of Paragraphs 1 through 58, and the following Exhibit(s) and Rider(s), if any: Exhibit 1; Exhibit 2; Exhibit 3; Exhibit 4; and Exhibit 5.

58. Signature Block. IN WITNESS WHEREOF, Author and Publisher have executed this Agreement Effective as of the date of Publisher Signature.

"AUTHOR"

By: _____
[Print Full name of Author], Author

Signature (If under the age of 18 a parent or guardian must sign).

"PUBLISHER"

By: _____
TRAVIS ROBERT GRUNDY, Publisher, The Zharmae Publishing Press, L.L.C.

EXHIBIT 2

Primary Rights exclusively granted to Publisher include:

1. General Print Rights including the exclusive right to print, publish, distribute, sell, and generally exploit the Work, in the form of: Hardcover, Trade Paperback, Mass-Market Paperback, special editions for the deaf, blind and other disabled persons; and other print and copy forms.
3. Translation Rights.
4. Periodical Publication Rights including before (“First Serial Rights”) or after (“Second Serial Rights”) first publication of the Work on book form.
5. Book Club Rights
6. Direct-Response Marketing
7. Audio Rights including Unabridged Sound Recordings, Abridged Sound Recordings, and Dramatized Sound Recordings.
8. Electronic Rights including Electronic Books, Publishing-on-Demand, Databases, Networks, and On-line Services, Interactive and Multimedia formats and services, and Future Media and Technologies by means or medium of communication or dissemination now in existence of hereafter devised.

EXHIBIT 3

Secondary Rights exclusively granted to Publisher include, except those OMITTED:

1. “Dramatic Rights” including the exclusive right to use, adapt, or otherwise exploit the Work or any element thereof (including but not limited to characters, plot, title, scenes, settings, attire, and physical characteristics) in one or more live theatrical or stage productions. OMITTED.
2. “Reading Rights” including to authorize the public reading of all or part of the verbatim text of the Work before a live audience, but without dramatization of any kind or the making of any audio, audiovisual, or other recording of the reading.
3. “Motion Picture and Television Rights” including the exclusive right to use, adapt, or otherwise exploit the Work, or any element thereof (including but not limited to characters, plot, title, scenes, settings, attire, and physical characteristics) in the form of on or more motion pictures and/or television programs of any kind, including but not limited to the right to disseminate such motion pictures and/or television programs by means of distribution and exhibition in theaters or otherwise, broadcasting, cable, satellite, telephone, or other land lines, pay-per-view closed-circuit, video transmission, exhibition, reproduction and sale, including but not limited to both analog and digital technologies and all other similar audiovisual media, whether now in existence or hereafter devised. OMITTED.
4. “Radio Rights” including the exclusive right to use, adapt, or otherwise exploit the Work or any element thereof (including but not limited to characters, plot, title, scenes, settings, attire, and physical characteristics) for any form of radio programming, including but not limited to dissemination by broadcasting, cable, satellite, telephone, or other land lines, pay-per-view, digital, closed-circuit or other forms of radio transmission, whether now in existence of hereafter devised. OMITTED.
5. “Commercial Rights” including the exclusive right to manufacture, sell, and otherwise distribute products, by-products, services, facilities, merchandise, and other commodities of every nature or description, whether now in existence of hereafter devised, including but not limited to photographs, illustrations, drawings, posters, and other artwork, toys, games, wearing apparel, foods, beverages, cosmetics, toiletries and similar items, which may refer to or embody the Work, or any derivative works based on the Work, including but not limited to characters, plot, title, scenes, settings, attire, and physical characteristics. OMITTED.