

AGREEMENT made this October 1, 2023, between Heather Jensen, 2345 Maple Street, Boston, MA, 02130, USA, and Summit Publications, Inc., 789 Oak Lane, Denver, CO, 80203, USA (together with Heather Jensen, the "Parties" and individually a "Party") for the purpose of publishing a novel in print and/or electronic form titled: "Whispers of the Ancient Forest" (the "Work").

WHEREAS, Summit Publications, Inc. is engaged in the business of publishing books, e-books, and related content; WHEREAS, Heather Jensen is the author of the Work and desires to have it published by Summit Publications, Inc.; NOW, THEREFORE, in consideration of the promises set forth in this Agreement, Heather Jensen and Summit Publications, Inc. agree as follows:

1. Ownership and Grant of Rights 1.1 Heather Jensen hereby grants to Summit Publications, Inc. the exclusive right to print, publish, distribute, and sell the Work in all languages and formats throughout the world during the full term of copyright and any extensions thereof. 1.2 Summit Publications, Inc. shall have the right to license, reproduce, adapt, and distribute the Work in all media, including electronic and digital formats, now known or later developed. 1.3 All rights in the "Appearance of the Work" (including design, typography, and layout) and in the title, any series titles, trademarks, service marks, or trade dress rights will belong to Summit Publications, Inc. 1.4 Heather Jensen retains all proprietary rights other than copyright, such as patent rights, in any process, procedure, or article of manufacture described in the Work.
2. Author's Duties and Delivery of Materials 2.1 Heather Jensen agrees to deliver the complete and final manuscript of the Work by March 1, 2024 (the "Due Date"), satisfactory to Summit Publications, Inc. in form, content, and style. 2.2 Heather Jensen shall obtain written permissions for any third-party material included in the Work and submit all permissions with the final manuscript. 2.3 Summit Publications, Inc. reserves the right to request revisions or changes to the Work. Heather Jensen shall make such revisions within 30 days of receipt of such requests. 2.4 If Heather Jensen fails to deliver the complete and satisfactory manuscript by the Due Date, Summit Publications, Inc. may terminate this Agreement and recover any advances paid.
3. Publication 3.1 Summit Publications, Inc. will publish the Work at its own expense in such manner and formats as it deems appropriate. 3.2 Summit Publications, Inc. will determine the price, style, quantity, appearance, and design of the Work, as well as marketing, distribution, and licensing arrangements. 3.3 Heather Jensen shall provide reasonable marketing assistance upon request.
4. Royalties and Payments 4.1 Summit Publications, Inc. shall pay Heather Jensen a royalty of 10% of the "Net Receipts" from sales of the Work in print and electronic formats. 4.2 "Net Receipts" mean the amount earned and received

by Summit Publications, Inc. less any discounts, taxes, bad debts, and customer returns. 4.3 As an advance against royalties, Summit Publications, Inc. shall pay Heather Jensen \$5,000, payable as follows: (a) \$2,500 upon signing this Agreement; and (b) \$2,500 upon acceptance of the final manuscript. 4.4 Royalties will not be due on copies sold below cost, donated, or used for promotional purposes.

5. Accounting 5.1 Summit Publications, Inc. shall prepare an annual royalty statement and send payment for the amount due by March 31 of the following year.
6. Warranties and Indemnities 6.1 Heather Jensen represents and warrants that the Work is original, not libelous or unlawful, and does not infringe upon any copyright or other rights. 6.2 Heather Jensen shall hold Summit Publications, Inc. harmless against any claims arising from a breach of these warranties.
7. Termination 7.1 Heather Jensen may terminate this Agreement if Summit Publications, Inc. fails to publish the Work within 18 months of acceptance of the final manuscript. 7.2 Summit Publications, Inc. may terminate this Agreement if Heather Jensen fails to deliver the manuscript by the Due Date or breaches any terms of this Agreement.
8. Notices 8.1 Any notice under this Agreement shall be in writing and sent to the addresses provided above. Notices shall be deemed given upon receipt.
9. General Provisions 9.1 This Agreement constitutes the entire understanding between the Parties and may not be modified except in writing. 9.2 This Agreement shall be governed by the laws of the State of Colorado, USA, and the Parties submit to the exclusive jurisdiction of its courts. 9.3 Neither Party may assign this Agreement without the prior written consent of the other Party.

AGREED AND ACCEPTED:

Heather Jensen

---

Date: October 1, 2023 Email: [heather.jensen@example.com](mailto:heather.jensen@example.com)

Summit Publications, Inc.

---

John Smith, CEO Date: October 1, 2023 Email: [john.smith@summitpubs.com](mailto:john.smith@summitpubs.com)