

AGREEMENT made this January 1, 2023, between Amanda J. Smith, 1234 Elm Street, Springfield, IL 62704 (the "Author"), and Zenith Publishing House, 5678 Maple Avenue, Chicago, IL 60601 (the "Publisher") (together with the Author, the "Parties" and individually a "Party") with respect to the work tentatively titled: "The Chronicles of Aurora" (the "Work").

The Publisher and the Author wish to collaborate to achieve the professional standards and success they each desire from the Work and agree as follows:

1. Ownership and Grant of Rights
1.1 Ownership: The Work, including any supplementary materials, updates, revised editions, and derivative works, shall be considered a work made for hire. The copyright and all exclusive rights shall vest initially in and shall belong to the Publisher. These rights include, but are not limited to, the right to print, store, copy, publish, republish, adapt, distribute, and transmit the Work in all languages and media now known or later developed.
1.2 Transfer of Rights: To the extent that the Work does not qualify as a work made for hire, the Author hereby grants, transfers, and assigns to the Publisher all rights in the Work for the full term of the copyright and any extensions thereof.
1.3 Appearance and Title: All rights in the "Appearance of the Work" (design, typography, paper, printing, binding, cover, jacket, and digital layout) and the title will belong to the Publisher.
1.4 Retained Rights: The Author retains all proprietary rights other than copyright, such as patent rights, in any process, procedure, or article of manufacture described in the Work.
1.5 Moral Rights: To the extent permitted by law, the Author waives the benefits of any moral rights (other than the right to be identified as the Author) and agrees not to assert any claim against the Publisher or its licensees for any use or modification of the Work.
2. Author's Duties and Delivery
2.1 Appointment: The Publisher appoints the Author to write and deliver the Work, subject to the Publisher's approval.
2.2 Contributions: The Author shall prepare and deliver the complete and final manuscript by December 1, 2023 (the "Due Date"). The Author will retain a copy of all material delivered.
2.3 Permissions: The Author shall obtain written permission for any third-party material included in the Work. If the Publisher obtains permissions or pays for them, the Publisher may deduct such costs from payments due to the Author.
2.4 Proofs: The Author shall review the proofs and return them within 14 days of receipt. If the Author fails to do so, the Publisher may either deem the proofs approved or employ a third party to correct them, deducting the cost from payments due to the Author.
2.5 Index: The Author shall deliver the final index along with the corrected proofs. If the Author is unable to deliver the index, the Publisher may commission another person to prepare it at the Author's expense.

3. Publication 3.1 Publication: The Publisher will publish the Work at its own expense in such formats as it deems appropriate and will determine all aspects of publication including price, style, quantity, appearance, and design. 3.2 Marketing Assistance: The Author shall provide reasonable marketing assistance upon the Publisher's request.
4. Copyright and Credits 4.1 Copyright Notice: The Publisher shall include a notice of copyright in its name in each copy of the Work and has the right to register the copyright. 4.2 Use of Name: The Publisher may use the Author's name, likeness, and biographical data in connection with the Work and its promotion. 4.3 Order of Names: The Author's name shall be listed as the sole author unless otherwise determined by the Publisher.
5. Royalties 5.1 Royalty Rates: The Publisher shall pay the Author the following percentages of the Publisher's "Net Receipts" from sales or licenses of the Work: (i) Original edition: 10% (ii) Electronic form: 10% (iii) High-discount sales (60% or more): 5% (iv) Subsidiary rights (after costs): 30% 5.2 Net Receipts: "Net Receipts" mean the amount earned and received by the Publisher, less any discounts, taxes, bad debts, and customer returns, and excluding shipping charges. 5.3 No Royalties: No royalties will be paid on sales where conversion or transmittal of monies is blocked by foreign governments, illustrative material's use fees, copies sold below cost, or copies purchased by the Author. 5.4 Payment Schedule: Payments to the Author will be made semiannually, on or before June 30 and December 31 for royalties due for the preceding half-year.
6. Author's Copies 6.1 Complimentary Copies: The Publisher shall give the Author three free copies of the Work. The Author may purchase additional copies at a discount of 40%.
7. Competing Works 7.1 Competing Works: The Author shall not publish or assist in the preparation of any work that might compete with or injure the sale of the Work without the Publisher's prior written consent.
8. Revised Editions 8.1 Revised Editions: If the Publisher decides to publish a revised edition, it may request the Author to prepare it. If the Author declines or fails to do so, the Publisher may arrange for others to prepare it.
9. Incapacity 9.1 Incapacity: If the Author dies or becomes incapacitated, the Publisher may withdraw from the Agreement with respect to the Author, whereupon the Author's heirs shall not be entitled to any claims for remuneration.
10. Warranty 10.1 Warranties: The Author represents that the Work is original, does not contain libelous or unlawful content, does not infringe on any rights, and that the Author has the authority to enter this Agreement. 10.2 Indemnity: The Author shall hold the Publisher harmless against all liability from any claim that would constitute a breach of these warranties.
11. Infringement 11.1 Infringement: The Publisher has the right to pursue claims for infringement of the Work's copyright.

12. Termination 12.1 Termination by Author: The Author may terminate this Agreement if the Publisher does not respond to a request for required changes. 12.2 Termination by Publisher: The Publisher may terminate this Agreement for various reasons, including failure to deliver satisfactory materials, potential legal liability, market changes, or loss of the Author's professional license.
13. Notices 13.1 Notices: Any notice must be in writing and sent to the address of the other Party. Notices will be deemed given upon receipt.
14. Data Protection 14.1 Data Processing: The Publisher may process the Author's personal data for transactions related to this Agreement and communication purposes. 14.2 Compliance: The Author shall comply with data privacy laws, including GDPR, and ensure confidentiality and security of personal data.
15. General 15.1 Entire Agreement: This Agreement contains the full understanding between the Parties and may not be modified except in writing. 15.2 Independent Contractors: The Parties are independent contractors. 15.3 Waiver: No waiver of any provision will be deemed a subsequent waiver. 15.4 Confidentiality: The Parties shall not disclose the terms of this Agreement without prior written consent. 15.5 Disputes: Any disputes shall be governed by the laws of Illinois and subject to the jurisdiction of Illinois courts. 15.6 Counterparts: This Agreement may be executed in counterparts and delivered electronically. 15.7 Force Majeure: Neither Party will be liable for delays or failures due to circumstances beyond their control.

AGREED AND ACCEPTED: Zenith Publishing House

Amanda J. Smith Victoria J. Harper Author Editorial Director

Date Date

Email Address