Page 1 TRADE v5 Single Author AGREEMENT made this October 1, 2023, between Sarah Johnson, 123 Maple Avenue, Springfield, IL 62704 (the "Author") and Green Leaf Press, LLC, 789 Elm Street, Portland, OR 97201 (the "Publisher") (together with the Author, the "Parties" and individually a "Party") with respect to the work tentatively titled: "Gardening for All Seasons" (the "Work"). The Publisher and the Author wish to work together to achieve the professional standards and success that they each desire from the Work, and agree as follows:

- Rights 1.1 (a) The Author grants to the Publisher during the full term of copyright and all extensions thereof the entire copyright in the Work, including any supplementary materials, updates, revised editions, and derivative works based on it, including but not limited to the right to print, store, copy, publish, republish, adapt, distribute, and transmit the Work in English and other languages, in all media now known or later developed, and to license or permit others to do so. 1.2 (b) All rights in and to the "Appearance of the Work" (including design, typography, paper, printing, binding, cover, jacket, and embellishments for the Work, and the design, typography, and layout for digital versions) and in the title, series titles, and all intellectual property rights of whatever nature in the Appearance of the Work and in the title shall belong to the Publisher. 1.3 (c) To the extent permitted by law, the Author waives all moral rights (other than the right to be identified as the author) and agrees not to institute any claim against the Publisher that any use of the Work constitutes an infringement of such moral rights.
- 2. Delivery of Materials 2.1 (a) The Author shall deliver the complete and final materials, including supplementary materials and third-party permissions, as detailed in the Schedule ("Schedule"), satisfactory in organization, form, content, and style by April 1, 2024 (the "Due Date"), unless extended in writing by the Publisher. 2.2 (b) The Author shall secure written permissions for any third-party material and submit all permissions with the final materials. If any permissions or other materials due from the Author are paid for by the Publisher, the Publisher may withhold an amount equal to such costs from any sums due to the Author. 2.3 (c) The Author shall ensure that any fonts used in materials delivered in printer-ready form comply with the Publisher's font guidelines. 2.4 (d) If the Author delivers the materials on or before the Due Date, the Publisher shall notify the Author within 60 days if they are satisfactory. If not, the Publisher may request changes. If the Author does not make the requested changes within 30 days, the Publisher may terminate the Agreement or make arrangements to complete the materials, charging the costs to any sums due to the Author. 2.5 (e) If the Author does not deliver satisfactory materials by the Due Date, the Publisher may complete the Work and charge the costs to any sums due to the Author, or terminate this Agreement and recover any monies paid. 2.6 (f) The Author shall respond to editing requests and queries within 14 days of receipt from the Publisher. 2.7

(g) If the Publisher delivers proofs to the Author, the Author shall review and return the proofs within 14 days. If not, the Publisher may deem the proofs approved or employ a third party to correct them, deducting the cost from any sums due to the Author. 2.8 (h) The Publisher will be responsible for the cost of the Author's alterations up to 10% of the original typesetting and artwork production costs; beyond this, the Author will bear the costs.

- 3. Publication 3.1 (a) The Publisher will publish the Work in such manner and formats as it deems appropriate for the market, determining aspects such as price, style, quantity, appearance, design, marketing, distribution, and licensing. 3.2 (b) The Publisher may use content from the Work for marketing purposes and the Author agrees to provide reasonable marketing assistance upon request. 3.3 (c) The Publisher is not obligated to publish the Work if circumstances beyond its control adversely affect marketability or potential sales. In such an event, all rights in the Work will revert to the Author, and this Agreement will terminate.
- 4. Copyright/Credits 4.1 (a) 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. Any textual or illustrative material prepared by the Publisher may be copyrighted separately. 4.2 (b) The Publisher may use the Author's name, likeness, and biographical data on any edition of the Work or any derivative work, in advertising, publicity, or promotion and may grant such rights in connection with any subsidiary rights.
- 5. Royalties 5.1 (a) The Publisher shall pay the Author the following royalties on the Publisher's Net Receipts: (1) Hardcover sales in the United States and Canada: (i) 15% on the first 10,000 units; (ii) 17% on units 10,001 to 20,000; (iii) 20% on all units thereafter. (2) Trade paperback sales in the United States and Canada: (i) 15% on the first 10,000 units; (ii) 17% on units 10,001 to 20,000; (iii) 20% on all units thereafter. (3) Hardcover sales elsewhere: 10% (4) Paperback sales elsewhere: 10% (5) Electronic form sales: 20% (6) Lower-priced or mass market editions: 7.5% (7) Sales at discounts of 56% or more or bulk sales: 5% (8) "On demand" sales when not feasible to maintain normal inventory: 5% (9) Subsidiary rights sales: 50% (10) Publisher's own adaptations: 7.5% (11) Other derivative works: 7.5% (12) Collected works: Pro rata based on the proportion used.

5.2 (b) "Net Receipts" means the amount earned and received by the Publisher, less any discounts, taxes, bad debts, and customer returns, excluding sums charged separately for shipping.

 Accounting 6.1 (a) Payments to the Author will be made semiannually, on or before the last day of August and February for royalties due for the preceding half-year. The Publisher may retain a 20% reserve for future returns for three royalty periods. 6.2 (b) Payments shall only be made by Electronic Funds Transfer to the Author's nominated account. A completed IRS Form W-9 or W-8BEN is required.

- Author Copies 7.1 (a) The Publisher shall provide 25 free copies of the Work to the Author on publication. The Author may purchase additional copies at a 40% discount and other Publisher publications at a 25% discount. 7.2 (b) Electronic copies are for personal use and may not be uploaded publicly or systematically distributed.
- 8. Competing Works 8.1 (a) Until the Work is no longer commercially available, the Author shall not publish or permit any third party to publish any competing work. 8.2 (b) The Author may use ideas and concepts from the Work in their day-to-day business, provided it does not interfere with the sale of the Work.
- 9. Revised Editions 9.1 (a) If a revision is desirable, the Publisher may request the Author to prepare a Revised Edition, subject to a new agreement. If the Author does not participate, the Publisher may arrange for others to prepare the Revised Edition, affecting the Author's royalties.
- 10. Option 10.1 The Author shall submit a proposal for their next work to the Publisher before offering it to others. The Publisher shall notify the Author within 60 days if it wishes to publish the next work, and the Parties shall negotiate terms in good faith.
- 11. Incapacity 11.1 Should the Author die or become incapacitated, the Publisher may withdraw from this Agreement or complete the Work with third parties, apportioning royalties accordingly.
- 12. Warranty 12.1 (a) The Author warrants that the Work is original, not previously published, and does not infringe any rights. The Author shall hold the Publisher harmless against all liabilities from any breach of these warranties.
- 13. Infringement 13.1 If the copyright in the Work is infringed, the Publisher may pursue a claim. The Author shall provide reasonable assistance. The proceeds shall be divided equally after expenses.
- 14. Termination 14.1 (a) The Author may terminate this Agreement if the Publisher does not reply to a request for required changes. 14.2 (b) The Publisher may terminate this Agreement if the Author fails to deliver satisfactory materials, if publication may result in legal liability, if market conditions change, or if the Author loses their professional license.
- 15. Commercially Available 15.1 If the Publisher decides that the Work is no longer commercially available, it shall revert all rights to the Author after 6 months.
- 16. Notices 16.1 Any notice given under this Agreement must be in writing and sent to the address of the Party set out in this Agreement. Notices will be deemed given upon receipt.
- 17. Data Protection 17.1 The Publisher may process the Author's personal data in accordance with the Publisher's Privacy Policy.

18. General 18.1 (a) This Agreement contains the full understanding between the Parties and may not be modified except in writing. 18.2 (b) The Parties are independent contractors. 18.3 (c) No waiver of any provision will be deemed a waiver of any other provision. 18.4 (d) The Parties shall not disclose the terms of this Agreement without prior written consent. 18.5 (e) This Agreement shall be governed by the laws of the State of Oregon and subject to the exclusive jurisdiction of the courts of Multnomah County, Oregon. 18.6 (f) A completed IRS Form W-9 or W-8BEN is required. 18.7 (g) Rights granted by the Author are not assignable without prior written consent. 18.8 (h) This Agreement may be executed in counterparts and electronically. 18.9 (i) If a signed copy is not received within 60 days, the Publisher may withdraw this Agreement. 18.10 (j) Provisions of Paragraphs 12, 17, and 18 shall survive the termination. 18.11 (k) Force majeure events entitle the affected Party to a reasonable extension for performance. Either Party may terminate in the event of a continued force majeure for over 180 days. 18.12 (I) Each Party warrants that the person signing has authority to bind the Party. AGREED AND ACCEPTED: Green Leaf Press, LLC

Sarah Johnson [Name] VP & Publisher

## Date Date

Email Address Page 12 TRADE v5 Single Author SCHEDULE OF DELIVERABLES Specifications for the Work Author: Sarah Johnson Title: Gardening for All Seasons Delivery: Format: Electronic Text Print Publication Number of pages: 300 pages Style of references: APA Number and type of interior illustrations: About 150 color photographs. Number and type of cover illustrations: None Supplementary Material: None Index: See paragraph 2.8 Bibliography: Yes Al Material and Al Service: None Final delivery date and interim submissions: (1) The Publisher acknowledges the receipt of a detailed table of contents and specifications for its proposed manuscript. (2) 25% of the Manuscript by January 1, 2024. (3) 50% of the Manuscript by February 15, 2024. (4) 75% of the Manuscript by March 15, 2024; (5) The complete Manuscript by April 1, 2024; (6) All additional materials necessary to publish the Work by April 1, 2024. The final Manuscript shall be submitted in the electronic format specified by the Publisher, complete and satisfactory in organization, form, content, and style. Third Party Material A complete list of all third-party material used in the Work is to be delivered to the Publisher with the manuscript and should include the following details: Description Source Copyright Owner Credit/Copyright Line