



NOTEBOOK *Publishing*

SERVICES AND DISTRIBUTION AGREEMENT

This Agreement (referred to as the Services and Distribution Agreements) encompasses and includes details of Our Rights and Licenses, Fulfilment of Service, Royalties, Termination and Refunds, Representations and Warranties, Disclaimer of Warranties, Waiver of Claims (Indemnification), Remedies (Limitation of Liabilities), Dispute Resolution (Governing Law), and Miscellaneous Provisions. As utilised in this Agreement, the terms ‘We’, ‘Our’ and ‘Us’ all are used in reference to Notebook Group (a UK-based, globally operating company performing its business operations and publishing Services under the imprint names of ‘Notebook Publishing’, ‘Emmie Press’ and ‘Black Cherry Publications’), including its employees, agents, representatives, partners, parent and related entities and imprints, licensees, successors and assigns; the term ‘Contractors’ is utilised when referring to any agencies, distribution channels, publishers, retailers, suppliers and vendors of a third-party nature with which We contract; the terms ‘You’ and ‘Yours’ are utilised in reference to the individual reading, reviewing, accepting, and signing this Agreement, as presented by the signature at the bottom of this Agreement. The Agreement will be in place from the date at which this document is signed by You until the point at which it is terminated as described below (see ‘Term’).

When signing this Agreement, You engage Us to provide you with a number of book-related creative, editorial and publishing Services (‘Publishing Services’), marketing, and promotional Services (‘Marketing Services’), in addition to book sale and distribution Services (‘Distribution’); markedly, all such Services are collectively referred to as ‘Services’, the aim of which is centred on the publication, distribution and sale of a book, whether in print, digital or other formats (referred to as ‘Project’). The particular Services procured by You, the below-signed, may be bought on an individual basis, with the exception of editorial Services in isolation, or otherwise as a complete publishing solution, referred to as ‘Publishing Solution’. This Agreement is applicable in the case of all Services provided and delivered by Us throughout the duration of this Agreement being live, in addition to any acts necessary in line with the completion and deliverance of the Services or other responsibilities under this Agreement or indeed applicable law.

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1. RIGHTS AND PERMISSIONS

The Project is recognised as an intellectual property that may be seen to be categorised in four distinct ways, notably as: 1. Your Manuscript; 2. Our Project Product; 3. Our Property; and 4. Third Party Property.

Your Manuscript is recognised as encompassing the text of the Project, in its original form, as provided to Us by You and as edited by Us (if such Services are procured or a part of Your chosen Publishing Solution), and graphics and any other materials, all of which are owned or authorised by those who have ownership for submission by You with the objective to incorporate such materials into the Project. You, or indeed the individual represented at the bottom of this Agreement, will continue to be recognised as the sole and exclusive owner(s) of all rights, title and interest, with the inclusion of Copyright, of Your Manuscript.

Our Project Product is seen to comprise the design of the book cover (notably aligned with Our exclusive and copyrighted Cover Creation Code © Notebook Publishing 2019), book design, graphics, illustration, and any and all other content that We or indeed Our agents, team, staff or other contractors create throughout the entire Services fulfilment and publication process. Our Property is seen to comprise Our imprint names and logos, in addition to Our trademarks. You, as the below-signed and recognised author of the book to be published, will retain all rights to all elements of the book design and creation, with the exception of Our logos, imprints and trademarks, but only at which point all Services have been fully paid for and Proof Acceptance has been witnessed. At the stage that all funds owed have been paid, You will have exclusive ownership of the Project Product and Property.

Third Party Property is seen to comprise any content that is under the ownership of a third party that either You or We license, or otherwise have consent to utilise throughout the course of the Project. Should Your own utilisation of this or any Third Party Property be required to adhere to stipulations, criteria or limitations (such as in terms of a limited number of reproductions of an image, as an example), the responsibility to ensure compliance and adherence to such conditions and restrictions falls to You and You only. All rights, title and interest in Third Party Property is to be maintained by the respective Third Party in question. Where the license of a Third Party Property has been afforded to Us, this can be utilised only in the edition and version of the Project (regardless of format) that We have created, and therefore cannot be used in other editions and/or versions of the Project, cannot be removed, and cannot be used for other materials or products.

Throughout this Agreement's Term and in consideration to the commitment to complete the Services procured by You, the author, and by adhering to Our responsibilities and outlined obligations within this Agreement, with regards to Your Manuscript and Third Party Property licensed to You for your own utilisation in the Project, You provide consent, authorisation and permission for Us and Our Contractors to complete the following:

- Permission to digitise, display, exhibit, make amendments, license and in other regards utilise the information You have provided to Us in relation to You (including Your name or the pen name under which you have decided to publish, photograph, appearance, video footage, voice, biographical and personal data, etc.) in addition to any information pertaining to the Project (including Your description of the Project, the title, images and excerpts from the Project, etc.) in all materials created by Us or indeed on Our behalf that utilise and include any of the above information, in any and all formats, and in all media;

- Permission to send complimentary copies of the Project to the media, organisation, and other individuals considered as potentially valuable as reviewers of the Project, including book sellers, retailers, wholesalers and distributors, and to do so at Our discretion;
- Permission to create Project previews and utilise excerpts and to make them available across any medium and/or platform We consider to be valuable, such as on websites or in media publications, as well as to retailers, wholesalers and distributors, including Amazon, Apple and Google, as examples, and to do so at Our discretion;
- Permission to utilise statistical information pertaining to the Project and its sales.

For the period that this Agreement is ongoing and even when Our obligations and Services have been fulfilled and/or The Agreements terminated, We, at Notebook Group, clarify and clearly outline that You have the worldwide license and rights to manufacture, display, execute, utilise, store, reproduce, import, make, transmit, offer to sell, have made, market, distribute and sell the Project and all Third Party Property components.

We, at Notebook Group, provide You with a continuous, never-ending, royalty-free and irrevocable worldwide license to utilise, store, exhibit, recreate and reproduce, transmit, publish, sell, print, distribute, market, transfer, sub-license and make or have made any of the individual components provided to You, as part of the Project, for any purpose whatsoever.

2. SERVICES FULFILMENT

Prior to Us being obligated to initiate the fulfilment of the Services procured by You, We require that the following materials be submitted to Us in order to officially begin the Publication process: a) A copy of The Agreement, signed and dated; b) Your Manuscript, whether complete or partially complete, in line with the Services procured; c) Full and complete payment for the Services; d) A copy of the Author Code of Conduct, signed and dated; and e) Up to 3 high-quality author photographs for use in the public domain.

Your Manuscript and the work to be published as part of the Project must comply with all relevant laws and regulations. In the event that any questions need to be answered in regards the compliance of the Manuscript with applicable laws (including Copyright, Privacy, Libel/Defamation, and Publicity, for example), You have the responsibility of consulting with a legal representative and/or body in order to garner answers and information to such queries.

We have the right and freedom to carry out a Content Assessment on Your Manuscript and the Project. This would be performed exclusively for Our own internal purposes. Should We consider Your Manuscript to go against what We believe to be appropriate, suitable and/or legal for publication, We can, at Our discretion, request changes be made to the Manuscript in order to ensure compliance with Our own requirements. We reserve the right to remove from sale any Project published by Us that We believe to go against Our requirements and to only resubmit into distribution once the necessary revisions are made. Should You make the decision not to implement such required changes, We or You have the freedom and right to Terminate The Agreement.

We will set forth recommendations on the price at which the Project should be sold in its respective formats, providing You with a Recommended Retail Price. When recommending this figure, We will take into account printing costs on a per unit basis, as well as the recommended 40% wholesale discount to be afforded to wholesalers, retailers and distributors across Our network. We outline Our Recommended Retail Price in mind of ensuring You, as one of Our authors, are able to earn a royalty on a per unit basis that exceeds the average royalties earned in the traditional publishing industry. It is important to note that You are under no obligation to follow Our suggestion and may accordingly opt to price Your Project either higher or lower than We have recommended. In a similar vein, You are also free to choose a wholesale discount of Your choice, regardless of Our recommendations and reasoning for such. It is imperative to note that the Recommended Retail Price decided by You is not always the price of the Project set by the retailer, with each outlet determining their own RRP and similarly opting to run their own promotions and discounts as and when they choose to do so.

Upon the creation of the Project, We will provide You with an electronic proof copy, which requires Your comprehensive, in-depth and thorough review prior to publication. Should your review of the proof Project be to your satisfaction, with your acknowledgement that all aspects of the Project are accurate, complete and in line with your expectations and standards, and should You accept the RRP, You will then sign all necessary forms and documentation to show Your final approval. These forms and documentation should then be returned to Us in a time-efficient manner. Following receipt of Your approval, You then waive any and all claims against Us, Our team, Our staff or contractors stemming from any alleged errors or omissions that may subsequently be identified in the Project following final approval. You are then responsible for the Fees for any requested changes, corrections or other Services procured by You following final approval.

Once final approval of the Project has been received, We will then make the Project available to Our network of distributors, retailers and wholesalers, in line with the Services procured by You. We cannot guarantee that any specific parties will detail the Project for sale, with this decision falling to the individual discretion of any Contractor, nor can We guarantee that Our relationship with any specific Contractor will be ongoing. Should the Project be the focus of any complaint made by either You or a third party, We have the right to discontinue distribution until a time at which the complaint/issue has been rectified.

When purchasing copies of the Project to be sent to You, You are responsible for the payment of shipping costs.

3. ROYALTIES

You will receive the following royalties:

- One-hundred percent (100%) of all monies garnered as a result of the sale of the Project at the Recommended Retail Price once printing costs and wholesaler discount have been subtracted;

- One-hundred percent (100%) of all monies garnered as a result of the sale of the Project at the Recommended Retail Price through Notebook Group websites once printing costs have been subtracted, where such bookstore options are available;
- All funds received by Us following the sale of Your Project, with no percentage whatsoever retained by Us for any reason.

The complete sales of the Project and respective Royalties are determined on a monthly basis from Month 4 following publication; meaning that Royalties earned in January (Month 1) are paid in April (Month 4). Royalties due will be paid on the first of every calendar month. No fees will be incurred if You opt to receive payment via PayPal; however, alternate payment methods may incur charges, but only then charges reflective of the charges incurred by Us as a result of your preferences. Should the need arise, We reserve the right to make changes to the standard method of payment from PayPal to any other that does not incur charges for You if this is necessary in order to ensure no disruption to the payment of Royalties. We may do so at Our discretion.

Royalties may be subject to tax. You have the sole responsibility of paying any taxes owed, as well as any other duties or charges imposed by Your country, local government or indeed any other State entity. It is Your responsibility to be transparent with the relevant authorities in regards Royalties earned.

You are solely responsible for providing Us with the information We require, such as personal information including but not limited to name, address, email address, telephone number, bank information, PayPal address (for the payment of Royalties) and tax information (upon request). Any loss of Royalty payments as a result of Your failure to advise Notebook Group of changes to Your personal data are Your losses, and so You are asked to ensure Notebook Group is able to maintain up-to-date records of your personal and payment information.

4. ADDITIONAL CHARGES

We agree that there will never be any additional charges for You to pay beyond those discussed upon Your procuring of Our Services and the charges discussed prior to the signing of The Agreement. Charges include those fees detailed for the provision of Our Publishing Services and Marketing Services, and the annual charge payable in Year 6 of publication, set only to cover Our own administrative costs of the continued listing of Your Project in Our Distribution channels and the paying of Your royalties each month.

The above applies only to those Services You have agreed to procure, with any additional Services You require and wanting to procure then chargeable and outside of the scope of The Agreement.

5. TERMINATION OF AGREEMENT AND REFUNDS

Both You and We have the right and option to terminate The Agreement at any time, with or without stating a reason, with written notice to be provided to the other Party. Upon the termination of The Agreement, all of Our distribution, retail and wholesale channels, and other team members, staff and contractors, will be advised of this decision, with production and availability of any new copies of the Project then ceased. Importantly, We are unable to control when Our Contractors may comply with this request. It is important to recognise that, following the cease of production and distribution, excerpts and previews may continue to be seen across various mediums and platforms for long periods following termination. In such a situation, We will not be liable to You for any copyright infringement or for the failure of Contractors to comply with Our request to cease production and/or availability provided that We have made the necessary contacts and implemented appropriate actions to facilitate the termination of availability. Upon termination of The Agreement, You will remain responsible for payment of any balances owed to Us, as outlined below.

Should You terminate The Agreement, or should We terminate The Agreement with just Cause, as detailed below, or without Cause following the fulfilment of the Publishing Services and Marketing Services, the Refunds granted are detailed as follows:

- In the case of Publishing Solutions:
 - Before Manuscript submission and before Your Official Welcome:
 - 0–7 days after purchase: 100% of the purchase price, minus 5% of the purchase price to cover Our Administrative/Processing Fees.
 - More than 7 days following purchase: No refund.
 - Following Manuscript submission but before final approval (should the Refund not be owing to failure to comply with Content recommendations):
 - Following submission of Your Manuscript but prior to the initiation of Cover Design work: 50% of the purchase price.
 - Following the initiation of Cover Design work but prior to final approval: 25% of the purchase price.
 - Following final approval of the Project: No refund.

It is important to note that submission of Your Manuscript may be defined as when You first provide Us with any text and/or image to be Published.

- In the case of any other Service (not necessarily a Publishing Solution):
 - Before the initiation and/or fulfilment of the individual Service:
 - 0–7 days after purchase: 100% of the purchase price, minus 5% of the purchase price to cover Our Administrative/Processing Fees.
 - Following the initiation and/or fulfilment of the individual Service: No refund.

It is important to note that initiation and/or fulfilment of the Service may be defined as when You return to Us any information necessary in order to allow Us to provide the service or when a Contractor begins work on the Service.

Should We decide, at any time, that The Agreement should be terminated without Cause during the process of fulfilling Our Publishing Services and Marketing Services, We will provide a complete refund (100%) of the purchase price. In this case, Cause may be defined as follows: a) You have behaved in an abusive or unacceptable way towards Us or Our Contractors; b) You have behaved in such a way that reflects poorly on Notebook Group as a whole, such as across the public domain and/or on social media platforms, with views

expressed or behaviours demonstrated that do not align with Our ethos and may then be viewed as damaging to Our reputation; c) Your Manuscript or Project overall does not comply with applicable laws or regulations; d) We receive an allegation, complain, demand from a third party in regards You, the Project, or Your Royalties.

Should We make the decision to end The Agreement owing to the fact Your Manuscript or Project overall is not seen to align with, or does not comply with, laws, regulations or Our own ethical standing, We may make the discretionary decision to provide You with a 100% Refund, minus Our Content Assessment fee of USD \$350.00.

6. REPRESENTATIONS AND CONSENSUS

When submitting Your Manuscript and procuring Our Services, you are agreeing with the following statements:

1. You are the owner of the copyright(s) of Your Manuscript, or; You have been afforded with all explicit and necessary permissions and authorisations, in writing, to publish the Project and represent all involved parties and copyright holders, or; Your Manuscript is a Project that has been hired and/or purchased, with You recognised as holding all necessary copyrights in this regard.
2. You are the owner of Third Party Property, or otherwise have been afforded with all explicit and necessary permissions and authorisations to use such Third Party Property, and are able to provide Us with the evidence of such permissions if these are requested of You by Us.
3. All materials submitted to Us by You for Publishing align with all applicable laws and regulations, with the responsibility for ensuring compliance with such falling to You and You alone.
4. You have not infringed any copyright or indeed any other intellectual property rights when submitting Your Manuscript and procuring Publishing Services for Your Project.
5. You and Your Manuscript have not violated any privacy, publicity or indeed any other rights.
6. Your Manuscript does not go against any law by including any libellous material or any indeed any material that could render You vulnerable in any legal regard.
7. Your Manuscript does not contain any sensitive information of any individual or entity, besides Yourself, that may be recognised as private and protected by applicable law.
8. Your Manuscript does not detail any process, instruction, formula or recipe that could cause damage and/or injury to any individual reading or reviewing the Project.
9. You have performed all necessary research and/or investigations in order to guarantee the accuracy of any and all statements and facts detailed in Your Manuscript, and have the necessary permissions to detail these or have included points of references and sources as needed.
10. To the best of Your knowledge, there are no pending claims or cases, or any threat of such, in regards Your Manuscript, the title of such, the content of the Project or

indeed any inclusion in the Manuscript that could mean You are breaking or going against any obligations or legal rulings.

11. You will provide Us with immediate communication to advise of any information or details in Your Manuscript or the Project as a whole that are inaccurate or that otherwise come to light as lacking the necessary copyrights or permissions. This is Your sole responsibility and may mean Your Project is removed from distribution until all necessary permissions and/or facts are garnered as needed.

7. DISCLAIMER OF GUARANTEES OF SUCCESS

We are not able to guarantee sales for Your Project, predominantly owing to the fact that We, Notebook Group and its imprints, are unable to control the purchasing decisions made by readers and consumers, or indeed the stocking decisions made by Our Contractors, including but not limited to book retailers, wholesalers and distributors. We cannot and do not provide guarantees that Your Project will prove to be a success in terms of monetary gain, Royalties or indeed sales volume. We are not able to guarantee nor make promises or promissory statements in regards the success of the Services provided or the number of sales to be expected that could result from any and all of the Services procured by You and delivered by Us.

You understand that the success of Your Project is dependent not only on consumers' buying decisions and Contractors' decisions to list and promote the Project, but is more so dependent on the content of the Project and its ability to satisfy and garner positive reviews from the target reading audience. Other factors besides those listed also influence and have a profound effect on the success of all Services provided by Us, and are beyond Our control.

8. CLAIMS WAIVER

You recognise and acknowledge Sole responsibility for the Manuscript, the Project, and the content of such, and agree that We are not liable to You, or indeed to any other third party, individual or entity, for the Manuscript, the Project, and the content of such, irrespective of whether or not We could have reasonably known or had any knowledge of any violation of law or regulations. You are in Sole responsibility of your Manuscript and its Content throughout the Publishing process, and should seek legal consultation should You have any doubt regarding your legal position in regards Your Manuscript.

Any breach of contract, including a breach or alleged breach of Your obligations, amongst others, that may result in claims, costs, demands, expenses, Action, liability, losses, cause of action or damages are not to impact or be directed towards Us, and You agree that We, Our team, Our staff and Our Contractors, and all associated agents, contractors, directors, employees, insurers and successors, will be completely indemnified and protected in such a

situation. Until the point at which any claim for indemnity is entirely satisfied, We may, at Our discretion, remove from distribution and production Your Project and put a hold on Royalties. As a result of any such situations that arise, We may also choose not to provide any additional Services at any time.

To the greatest degree recognised and provided by applicable law, You discharge, release, waive and agree not to sue Us and Our Contractors for any and all degrees of liability to You or any party associated with You, for any claims, damage, demands, expenses, Actions or losses stemming from or associated with, whether directly or indirectly, Our or Our Contractors' use of the permissions provided in The Agreement to provide and deliver the Services detailed in The Agreement. Such examples include but are not restricted to copyright and/or trademark infringement claims, defamation, emotional distress or injury, or indeed any comparable claim, any legal proceedings or violation of contracts, or any other legal theory, any degree of intrusion, public disclosure of private facts, details and information, or anything besides that could be construed by any legal state or government entity in any country in the world to be a violation of any law or regulation. To this end, in The Agreement, such Actions may be defined as any proceeding, whether administrative, governmental or lawsuit, any litigation, any hearing, inquiries, investigation or associated appeal.

9. REMEDIES; LIABILITY RESTRICTIONS

Should a Contractor neglect to remove any preview or excerpt of the Project or otherwise fail to update any edition of the Project outlined in The Agreement throughout the course of The Agreement's Term, We will not be liable for any associated damages or costs in this regard provided that We have provided sufficient notice and advice of such requirements direct to such a Contractor. In such a situation, We will not be held liable to You for any reason for the failure of any Contractor, distribution, retail or wholesale channel to continue to make available for sale or distribution Your Project.

Not in any case shall We or indeed Our team, staff or Contractors be held responsible and/or liable for any loss of use, loss of data, revenue or profit or decrease in value or for any associated, significant, indirect, special, exemplary or punitive damages stemming from copyright infringement, contract breaches or indeed any other scenario that may or may not have been foreseeable and regardless of whether or not We have been advised of the chance of such damages.

In no case shall Our Contractors' collective liability stemming from or associated with The Agreement, whether stemming from or associated with contract breaches, copyright infringement, tort or indeed any other scenario surpass or otherwise go beyond the collective funds paid to Us by You for Services.

The statements detailed here in this Section do not apply to any other liabilities or damages stemming from Our own gross negligence or that of Our Contractors, or in the event of intention or otherwise deliberate misconduct.

10. DISPUTE RESOLUTION

Any issue, problem or otherwise dissatisfaction pertaining to the Project, the Services provided or indeed Us, Our team and Our Contractors must be communicated to Us, in writing, within 30 days of the issue, problem or source of dissatisfaction coming to Your attention, with details of Your cause of upset and considered resolution outlined clearly within such a period. Should this period elapse without communication being received by Us, you waive any right to seek resolution for any such claim. You waive the right to file an Action for any liability, loss or damage associated with or stemming directly or indirectly from The Agreement under any governance or law that might outline a long period.

We agree to and endeavour to always communicate with You in such a manner so as to find a resolution to any issue, problem or other dissatisfaction pertaining to Our Services and the provision of such and will always, within and beyond the scope of The Agreement, prioritise Your satisfaction with the Project and Our Services.

All discussions and negotiations to be made in regards any issue, problem or source of dissatisfaction will be performed in line with your preferred form of communication, whether telephone, email, or in person, geographic boundaries depending. In cases where geography limits in-person resolution, technology will be utilised to allow in-person representation, such as through platforms such as Skype and Zoom.

11. MISCELLANEOUS PROVISIONS

This Agreement establishes the agreement made between You and Us with regards the provision of Publishing Services and/or Marketing Services, and is to be taken as the final agreement, regardless of any other communications, whether written or verbal, pertaining to the provision of Services and the Project overall.

We reserve the right to make changes to this Agreement, with the exceptions of those provisions made in regards Rights and Permissions, and Royalties. Although any changes will be rare and are not foreseen, changes will be advised of with 30 days' notice. Should You choose not to accept such new provisions, you may Terminate The Agreement in line with those provisions outlined in the section on Termination of Agreement and Refunds.

It is agreed by You that The Agreement's signature provides authentication of all stipulations, obligations and statements made in The Agreement, with the signature recognised as holding the same weight and effect as any Agreement signed manually.

No aspect of The Agreement is to be construed as establishing any agency, employment, joint enterprise, joint partnership or any other relationship between You and Us, with no party detailed in The Agreement afforded any authority to contract or bind any other Party in any way.

You are not able to assign any of Your rights or responsibilities detailed in The Agreement without Our permission and explicit consent. Any such delegation of rights or responsibilities will be viewed as violation, rendering The Agreement null and void.

Any of Our responsibilities and Obligations, as detailed here in The Agreement, may be delegated or assigned to any member of Notebook Group and its imprints, including those recognised as part of Our team, Our staff, Our Contractors, or indeed any other entity and/or individual We consider proficient to perform Our duties.

Neither You or Us will be held liable or recognised as having defaulted or failed to satisfy their responsibilities or obligations, or as having breached The Agreement, in the event that any delay and/or failure in any regard is stemming from any circumstance beyond Our control, including Acts of God, delays affecting Our Contractors' abilities to facilitate and carry out timely fulfilment of Services, fire, flood, governmental actions, labour conditions, terrorism, third party acts or war.



YOUR AGREEMENT

I have read, understand and agree to comply with all statements, obligations and responsibilities outlined here in The Agreement, in addition to any laws and regulations applicable to myself in my country and state. I also agree that I have read, understand and agree to comply with all terms and requirements outlined in The Agreement.

