

Publishing Agreement

As on 1.5.2022

1. Parties to the Publishing Agreement:

This Publishing Agreement (hereinafter - Agreement) is entered into between the Author and the publisher Rock N Books Limited (hereinafter - Publisher).

2. Subject matter of the Publishing Agreement

The subject matter of this Agreement is the Work submitted by the Author to the Publisher's Portal.

3. Entry into force

The agreement becomes binding when the Author confirms the agreement on the Publisher's Portal.

4. The Publisher shall:

- 4.1. provide the Author with a free standard publishing service;
- 4.2. provide the Author with Premium Publishing Services on terms and conditions determined by the Publisher;
- 4.3. provide the Author with royalties equal to 12% of the net sales of the Work from the Publisher's external partner network and from net sales of the Work on the Publisher's affiliated sales platforms (e.g. Snap Collective). First 20 pre-sale copies are not included in the royalty calculation.
- 4.4. make the royalty payment solely to the Author with whom this Agreement is entered into;
- 4.5. calculate the royalty payment every 12 months, made to the Author within three months of the calculation date. The Author may choose to receive royalties from the Publisher's sales platforms also in the form of a discount voucher which may be applied immediately.
- 4.6. process and secure the Author's data in accordance with the Publisher's Privacy Policy to ensure the publishing process and the marketing of the Author's Work.

5. The Publisher has the right

- 5.1. reproduce, print, distribute and market the Work;
- 5.2. determine the details of the publication of the Work;
- 5.3. suggest changes to the Work to the Author;
- 5.4. to make extracts from the Work available to the public and to make review copies available to the media for publicity purposes and on request;
- 5.5. transfer the publishing rights of the Work to another publisher within the Publishing Group.

6. The author shall:

- 6.1. remain the author of his/her photographs
- 6.2. receive a standard publishing service free of charge
- 6.3. be able to publish the work in whole or in part with other publishers
- 6.4. receive royalties in accordance with the terms of this Agreement
- 6.5. receive reduced rates for the purchase of copies of his/her work

7. The author agrees

- 7.1. to supply original content to the publisher
- 7.2. to take full responsibility for the content of the Work, including but not limited to obtaining permission from models / people / content of photographs included in the Work
- 7.3. ensure proper referencing in the Work.
- 7.4. ensuring the rights of use of all data contained in the Work.
- 7.5. submit the layout of the Work with a specific sequence of photographs at the Publisher's discretion. The publisher will prepare a layout of approximately 10-12 pages which, once

submitted by the author, will be applied to the entire book in this style. After completion of the overall layout/book, the author may make changes/corrections once within one week after reviewing and checking. Any further changes will be charged according to the time and effort involved.

7.6. to deal with all claims of third parties that have arisen in connection with the content of the work.

7.7. to provide and update the author's information for the Publisher

7.8. process his/her personal data in accordance with the Publisher's privacy policy in order to ensure the publication process and the marketing of the Author's work.

If the Author breaches the provisions of paragraph 7, the Author shall indemnify the Publisher against all third party claims in connection with the content of the Work, including but not limited to legal costs.

8. Term and Termination of the Contract

8.1 The Agreement shall commence on the date on which the Author signs and returns one copy to the Publisher. Electronic versions of the signed agreement will be accepted.

8.2 Both parties have the right to terminate the contract with a notice period of sixty days. The termination must be in writing.

8.3 If the author violates the provisions of clause 7, the publisher has the right to terminate the contract without notice.

8.4 Upon termination of the Contract, the Author revokes all rights granted to the Publisher as set out in clause 5.

9. Miscellaneous

9.1 The law of the United Kingdom shall apply to matters not governed by this Agreement.

9.2 The place of jurisdiction for all disputes shall be the registered office of the Publisher.

9.3 In the event of any dispute, the parties agree to negotiate.

If negotiations fail, the matter shall be resolved in the courts of the United Kingdom.

Definitions

- **Standard Publishing Service** includes assigning an ISBN to the book, providing cover image options, cover layout, masthead, editorial assistance with the publishing process, sourcing the book to all distribution channels available to the Publisher and printing the book when orders are placed.
- **Net sales** - income from the work calculated as follows:
Net sales = net selling price x copies sold - the average bookseller discount - printing costs.
The bookseller/wholesaler discount is made up as follows:
Linked to the publisher:
 - 30% of the net sales price in EURO when selling to end consumers via the Publisher's online shop;
 - 50% of the net sales price in EURO for sales via all other external distribution partners (e.g. Amazon)Copies purchased by the author himself/herself via the publisher's affiliated online shop, first 20 pre-order copies and all free copies / sample copies are not included in the net sales and royalty calculation.
- **Privacy Policy** - Actions of the Publisher in relation to the collection, retention, use, disclosure and deletion of customer data. Privacy policy information is available on the Publisher's portal and in the Publisher's online shop.
- **Print** - The work is printed using print-to-order technologies. The publisher offers colour printing and hard / soft cover. Various format options are to be negotiated.
- **Special features of the publication** - Features of the book, layout guidelines, book cover, publication date, retail price and promotional activities.
- **Changes to the work** - corrections to content, different language wording, deletions or other changes.

SNAP COLLECTIVE PUBLISHING

Snap Collective Publishing
is an imprint of **Rock N Books Limited**
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- **Original content** - the author warrants that the work submitted is his or her own intellectual property and the result of his or her own intellectual effort; or that the author has the necessary rights to publish the content he or she submits.
- **Third party claims** - including but not limited to privacy, copyright or trademark claims arising in relation to the content of the work for which the author is fully responsible.
- **Author's information** - address, bank details for receipt of royalties, payment methods, email address.

Date, author

Date, publisher