



## **PUBLISHING AGREEMENT**

### **Greetings Terrence Richardson,**

This agreement certifies that we will provide all the services listed below, with both parties contributing equally 50-50 in terms of effort and collaboration. You are entitled to unlimited revisions if you are not satisfied with the quality of the content or ideas. Additionally, this agreement confirms that the total fee covers all mentioned services, and no further payments will be required during the duration of this agreement.

### **Elite Global Publishing Package: \$700 AUD (We Cover 50% – You Pay \$350 AUD)**

#### **☐ Comprehensive Publishing Support, including:**

- Editing
- Proofreading

#### **Design & Formatting Services:**

- Enhanced Cover Design – Custom design with premium typography & imagery
- Layout Adjustment
- Multi-Platform Formatting & Typesetting
- Goodreads & AU Retail Setup – Optimized listings for better discoverability
- Press Release Template – To support your book promotion
- Retailer Readiness Guidance – Steps to get stocked in major AU bookstores

#### **Multi-Platform Publishing:**

- Barnes & Noble Press
- Kobo Writing Life
- Google Play Books
- Apple Books



## CONFIDENTIALITY AND COLLABORATION AGREEMENT

### 1. Confidentiality Protection:

- Both parties agree to keep all shared confidential information private and protect it with the same level of care as they do their own sensitive data. At a minimum, reasonable care must be taken to prevent unauthorized disclosure or misuse.
- Any breach of confidentiality may result in legal consequences and termination of this agreement.

### 2. Equal Contribution & Financial Agreement:

- The company and the client will contribute equally—50-50—toward the agreed package amount, ensuring a collaborative effort in successfully completing the project.
- The client's contribution secures their commitment, while the company's contribution reflects its investment in delivering high-quality services.
- No additional charges will be imposed beyond the agreed-upon amount unless mutually agreed upon in writing.

### 3. Use of Confidential Information:

- The company can only use the confidential information for the purpose for which it was shared and solely for the client's benefit.
- Confidential information cannot be used for any other purpose, sold, or disclosed to third parties without the client's prior written approval.

### 4. Non-Disclosure & Third-Party Restrictions:

- Neither party may disclose, share, or use the confidential information with third parties without explicit written consent.
- Confidential information cannot be exported, shared publicly, or distributed in any manner outside of the agreed scope of this agreement.

### 5. Ownership & Return of Materials:

- All materials containing confidential information remain the property of the disclosing party.
- Upon request, all confidential materials and any copies must be returned immediately, including digital files, printed documents, and any derivatives.

### 6. Intellectual Property Rights:

- The client retains full ownership of all intellectual property rights related to their work, including all royalties, copyrights, and creative rights.
- The company's involvement is strictly as a service provider and does not grant them any claim over the client's work.

### 7. Legal Validity & Compliance:

- Each clause of this agreement is independent. If any part is found to be invalid or unenforceable, the remaining provisions shall remain fully effective.
- Both parties are responsible for ensuring compliance with all applicable laws and regulations regarding data protection and confidentiality.

### 8. Responsibility of Both Parties:

- Both parties agree to work professionally and in good faith to ensure the successful execution of the project.
- The client and the company are responsible for ensuring that their employees, contractors, or third-party associates comply with this confidentiality agreement.

### 9. Dispute Resolution:

- In case of any disputes regarding confidentiality or project execution, both parties agree to seek resolution through mutual discussion or mediation before taking legal action.



## COMMUNICATION AGREEMENT

This Agreement governs all forms of communication between the parties, regardless of the medium used, including electronic, written, or verbal exchanges.

## GENERAL PROVISIONS

- **Non-Compete:** The Company agrees not to compete with the Client during the term of this Agreement and for a period of twelve (12) months following its termination. During this period, the Company and its employees shall not engage with competitors, solicit, or hire the Client's staff without prior written consent.
- **Confidentiality:** Both parties agree to maintain the confidentiality of all proprietary, sensitive, and non-public information shared during the course of this Agreement. Such information shall not be disclosed to any third party without prior written consent, except as required by law.
- **Intellectual Property:** Any intellectual property, including but not limited to designs, concepts, written materials, and software developed during the term of this Agreement, shall remain the exclusive property of the party that created it unless otherwise agreed in writing.
- **Limitation of Liability:** Neither party shall be held liable for any indirect, incidental, or consequential damages arising from the execution of this Agreement, except in cases of gross negligence or willful misconduct.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising from this Agreement shall be resolved exclusively in the courts of Houston, Texas.
- **Electronic Signatures:** The parties acknowledge and agree that electronic signatures shall be considered legally binding and enforceable.
- **Entire Agreement:** This Agreement constitutes the full and complete understanding between the parties, superseding any prior agreements, whether written or oral. In the event of a legal dispute, the prevailing party shall be entitled to recover legal costs, including reasonable attorney fees.
- **Force Majeure:** Neither party shall be held liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to natural disasters, government actions, labor strikes, or technological failures.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **Binding Effect:** This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors and assigns.
- **Amendments:** Any modifications or amendments to this Agreement must be made in writing and signed by both parties.
- **Effective Date:** This Agreement shall become effective upon execution by both parties.

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Author

*Jim Reid*  
Native book Publishers