

BLACK ROSE writing™

Publishing Contract
PO BOX 1540
Castroville, TX 78009

AGREEMENT made this **9** day of **August, 2021**, between party of the first part, **SABORNA ROYCHOWDBURY**, hereinafter called the AUTHOR, and **BLACK ROSE WRITING**, a book publishing house with its principal office located in the State of Texas, party of the second part, hereinafter called the PUBLISHER.

Witnesseth:

Whereas, the AUTHOR is Proprietor of a literary Work at present known as: **EVERYTHING HERE BELONGS TO YOU** which Work the PUBLISHER agrees to produce in book form on the terms and conditions specified hereinafter;

1. The AUTHOR grants and assigns to the PUBLISHER during a period of **TWO** years from the date of the signing of this agreement by both parties thereto the exclusive right to produce, publish, sell or export, or cause to be produced, published, sold or exported, the above Work in book form in English language or any languages, in the United States of America, its Dependencies, and in Canada and United Kingdom; and the exclusive right to arrange for the publication of the above Work in book form in all foreign countries, and/or to export copies to these territories and countries. All clauses hereafter also subject to a period of **TWO** years; at any time before the expiration of this agreement the PUBLISHER shall have first option to conclude a new agreement with the AUTHOR for further publication rights to the above Work on terms to be mutually agreed upon. If no new agreement is set forth, all rights to the Work solely revert to the AUTHOR. Any rights not specifically granted under this Agreement are reserved by the AUTHOR.
2. The PUBLISHER agrees to produce the said literary Work in book form, in such format, type and style of paper, jacket and binding as will make the volume attractive, appealing, and substantial-looking. It is specifically understood and agreed, furthermore, that the said volume will contain all manuscript pages as submitted by the AUTHOR (unless otherwise designated hereinafter), and will be printed on good quality paper either within the PUBLISHER or a legitimate and trusted, outside Publishing Agent, with the bound size to be, approximately, 6 x 9 inches, or any other size as the market demands.
3. The PUBLISHER agrees to cause all copies of the said literary Work to be printed as the market demands, and agrees, furthermore, to cause the copies so printed to be bound in sufficient quantities to supply purchasers of the said literary Work therewith.

The PUBLISHER shall pay to the AUTHOR the following royalties:

A royalty upon the regular edition sold in the U.S. and elsewhere of:

- 25 percent of the net received on the first 5,000 copies sold;
- 30 percent of the net received on the next 10,000 copies sold;
- 35 percent of the net received on all copies sold in excess of 15,000.

Copyright shall be taken out by the PUBLISHER in the name of **SABORNA ROYCHOWDBURY in the United States of America**, and in foreign countries as the PUBLISHER and AUTHOR may deem advisable.

4. The AUTHOR agrees that all copies of the said literary Work that may be used for review and/or publicity purposes, and all that the PUBLISHER may deliver to the AUTHOR without receiving payment in money, and all that the PUBLISHER may deliver to the AUTHOR at a discount from the regular retail price, shall not be subject to any royalty payment to the AUTHOR. The AUTHOR may post up to 30% of the Work and the cover of the Work on the AUTHOR's website and social media.
5. No payment shall be made to the AUTHOR on any copies of the Work that the PUBLISHER may distribute for advertising or sales promotion purposes, that may be sold at the per-book cost of production or less, or that may be destroyed by fire and/or water or otherwise damaged or destroyed, or that may be lost in transit or in any other manner – such damage, loss and/or destruction not being due to any negligence on the part of the PUBLISHER.
6. No payment shall be made to the AUTHOR for permission gratuitously given to others to publish extracts from the said literary Work to benefit the sale thereof, but all compensation received by the PUBLISHER for the publication of extraction therefrom, or for serial use after publication in book form, or for translations, or for abridgments, or as a book club selection, shall be divided in the proportion of **50%** to the AUTHOR and **50%** to the PUBLISHER. All compensation received by the PUBLISHER for sale of foreign rights of said literary Work shall be similarly divided between the AUTHOR and the PUBLISHER, as hereabove set forth.
7. The PUBLISHER agrees to distribute, at its discretion, for purposes of publicity and/or review, promotional information pertaining to the said literary Work, to publications throughout the United States and/or Canada, or elsewhere. Distribution of this promotional material shall be at the PUBLISHER's own cost and expense and to media outlets of the PUBLISHER's own choice. The AUTHOR agrees that excerpts of the said literary Work may be included in this promotional information.
8. The PUBLISHER may, at the PUBLISHER's election and discretion, cause to promote the said literary Work, as designated, in any electronic format or audio format, and that the PUBLISHER shall have the exclusive right to distribute or cause to distribute, and to sell or cause to sell, at the PUBLISHER's election and discretion, copies of the said literary Work in any electronic or audio format. The PUBLISHER agrees to pay to the AUTHOR a royalty rate of **25%** net received on the first 2,000 copies sold; and **30%** net received on all copies sold in excess of 2,000 copies sold in any electronic or audio format that may be sold/downloaded and for which the PUBLISHER shall receive payment. For Kindle Edition Normalized Pages (KENP), Prime All-Stars, Prime Reading Bonuses, the PUBLISHER agrees to pay to the AUTHOR a royalty rate of **20%** net received.
9. The PUBLISHER agrees to deliver to the AUTHOR **10** copies of the said literary Work, on publication, without charge. Should the AUTHOR wish to purchase additional copies of the said literary Work directly from the PUBLISHER, the PUBLISHER agrees to supply the AUTHOR with such copies at the following discounts:
 - **25% discount**, quantity 0-24 books
 - **30% discount**, quantity 25-49 books
 - **35% discount**, quantity 50-74 books
 - **40% discount**, quantity 75-99 books
 - **45% discount**, quantity 100-199 books
 - **50% discount**, quantity 200-299 books
 - **55% discount**, quantity 300+ books
10. The PUBLISHER agrees to keep and maintain true and accurate records relating to the distribution of copies of the said literary Work, including reports of all sales and collections therefrom.
11. The PUBLISHER agrees to render and forward payment to the AUTHOR in the months of February and August next succeeding the date of publication of the said literary Work, and also thereafter bi-annual statements of account for so long as copies of the Work subject to royalty are sold. With respect to copies sold, the statement shall indicate appropriate account information regarding copies sold, copies returned, total royalties payable to the AUTHOR and/or sales breakdown between print, digital, and audio formats. AUTHOR or AUTHOR's representative shall have the right on reasonable notice to examine PUBLISHER's books and records relating to PUBLISHER's performance of this Agreement. If as a result of such examination, it is determined by both

parties that there has been an error of five percent (5%) or more to the AUTHOR's disadvantage, PUBLISHER shall pay the AUTHOR the shortfall within thirty (30) days following such mutual determination and pay the cost of the audit. If it is determined by both parties that there has been an error of five (5%) or more to the PUBLISHER's disadvantage, AUTHOR shall pay the PUBLISHER the shortfall within thirty (30) days following such mutual determination.

12. The PUBLISHER shall furnish the AUTHOR with an electronic page proof of the Work (PDF, e-proof) which conforms to the completed manuscript as submitted by the AUTHOR. The AUTHOR agrees to return such proof to the PUBLISHER with his/her (grammar and/or spelling and/or "typo" and/or non-substantial editing) corrections within fourteen (14) days of receipt thereof by him/her. The AUTHOR is allowed one additional review of the final proof with his/her corrections within seven (7) days of receipt thereof by him/her. Any additional editing or proofing in excess to the PUBLISHER's per book costs, will be notified and agreed to in writing by the AUTHOR, prior to any fees subject for the AUTHOR.
13. The PUBLISHER reserves the right to delete, modify and/or make such editorial changes and/or revision as they deem advisable in the event that the context, or implication, of any part of the said literary Work would, in PUBLISHER's opinion, incite prejudice, or defame any group, or any member thereof, because of race, religion or nationality; or in the event that any part or parts of the said literary Work may be considered, by the PUBLISHER, to be against the public welfare; provided, however, that the PUBLISHER must obtain the AUTHOR's consent to any such changes and if the parties cannot agree, this Agreement shall terminate and all rights shall revert to the AUTHOR. The PUBLISHER shall not be held responsible for any editorial complaint, issue, or alterations after said Work is published other than with respect to changes it has made or requested.
14. If the AUTHOR shall make any changes and/or alterations in the electronic proofs of the said literary Work as submitted by the PUBLISHER after it has been prior approved and uploaded to our printers (other than corrections of PUBLISHER's errors), or if the AUTHOR shall add additional material thereto at any time after the signing of this agreement, the PUBLISHER agrees to make such changes and/or alterations, and to add additional material, only on condition that the said changes and/or alterations and the inclusion of any new material shall be approved of by the PUBLISHER as benefiting the said literary Work, and on condition, furthermore, that the AUTHOR shall pay to the PUBLISHER all the cost involved in so doing.
15. Sales promotion, advertising and publicity shall be at the PUBLISHER's election and discretion as to the extent, scope and character thereof and in all matters pertaining thereto. The PUBLISHER will, with good intent, do everything it deems fit and within reason to sell copies of the said literary Work. The AUTHOR agrees to actively participate in promoting the sales of the said literary Work in his/her home town area and elsewhere, by making him/herself available to media interviews, book readings and/or signings, and other public sales promotion appearances. The PUBLISHER shall not force the AUTHOR to travel or penalize the AUTHOR's discretionary decisions based on his/her own budget. The AUTHOR consents to the use of AUTHOR's name, pre-approved likeness, and pre-approved image to be used in connection with the Work.
16. The AUTHOR agrees that all matters dealing with the design and production of the said literary Work shall be at the discretion of the PUBLISHER with the AUTHOR's consultation. The final title of the Work is subject to mutual approval by AUTHOR and PUBLISHER, and PUBLISHER agrees to seek the meaningful consent from the AUTHOR on the jacket, jacket copy, and catalog copy of the Work.
17. Whereas this agreement refers to a First Edition (Printing) of the said literary Work, as designated, the PUBLISHER may produce as many editions thereof, consisting of as many copies as the PUBLISHER shall deem advisable, at any time after it ceases to produce copies of the First Edition subject to the Terms of this agreement. On all such subsequent editions that the PUBLISHER may produce, the AUTHOR shall receive a return as specified in Provision #3 of this agreement of the sales price of every copy that may be sold and for which the PUBLISHER shall receive payment in money.
18. AUTHOR hereby agrees that the PUBLISHER shall have the exclusive right for the duration of this Agreement to negotiate for the sale, lease, license or other disposition of the said literary Work in all hard and/or soft cover or reprint editions in book form. AUTHOR furthermore agrees that the PUBLISHER shall have the exclusive right for the duration of this Agreement to negotiate for the sale, lease, license or other disposition of the said literary Work in the foreign rights fields only if so instructed by the AUTHOR in writing. All payments due from the PUBLISHER to the AUTHOR hereabove shall coincide with the PUBLISHER's royalty schedule as specified in Provision #11.

19. In the event of the infringement, by others, of the copyright, or other rights, in the said literary Work, the PUBLISHER may, in its discretion, sue, or employ other remedies as it may deem expedient, and shall pay to the AUTHOR **50%** of the net proceeds of any recovery.
20. This agreement is entered into by both parties in good faith, with the mutual understanding that neither party has guaranteed, or is to guarantee, the sale of any specific number of copies of the said literary Work, it being impossible to predict, before publication, what success any book may attain.
21. The AUTHOR acknowledges that the PUBLISHER has not made any prior pledges, promises, guarantees, inducements, of whatever nature, either in writing, by word of mouth, or in any form, that are not contained in the terms of this agreement.
22. The PUBLISHER agrees to commence production of the said literary Work within **6 months** from the date of the signing of this agreement by both parties thereto, provided the PUBLISHER is not hindered by causes beyond its own control, or by the AUTHOR.
23. This agreement shall be binding on, and inure to the benefit of, the executors, administrators, heirs and assigns of AUTHOR, and the successors and assigns of PUBLISHER. No assignment by AUTHOR shall be binding on PUBLISHER without the written consent of the PUBLISHER; provided, however, that AUTHOR may assign or transfer any monies due, or to become due to him/her, hereunder.
24. The AUTHOR covenants and represents that the said literary Work has (a) not hitherto been published in book form or (b) has been prior self-published or published with the AUTHOR still obtaining full rights, and that this information has been shared and approved by the PUBLISHER. In addition, to the best of the AUTHOR's knowledge, that it contains no matter that, when published, will be libelous or otherwise unlawful, or which will infringe upon any proprietary interest at common law or statutory copyright; that the AUTHOR is the sole proprietor of the said literary Work and has full power to make this grant and agreement, and that the said Work is free of any lien, claim, charge or debt of any kind, and that the AUTHOR and his legal successors and/or representatives will hold harmless and keep indemnified the PUBLISHER from all manners of claims, proceeding and expenses which may be taken or incurred on the ground that said Work is subject to any lien, claim, charge or debt, or that it is such violation, or that it contains anything libelous or illegal.
25. All unresolved disputes and controversies of any kind and nature within the scope of this agreement shall be governed and construed in accordance with the laws of the State of Texas with jurisdiction and venue to be set in MEDINA COUNTY, TEXAS.
26. A waiver of any breach of this agreement or of any of the terms or conditions by either party hereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing or email text, and signed by the parties. The PUBLISHER has the exclusive right to release the AUTHOR from the contract if deemed necessary for the benefit of all parties.
27. The AUTHOR agrees to submit said literary Work (Delivery Date) in its final version, as an electronic file, no later than the **1st of October, 2021**.

MANUSCRIPT DELIVERY:

If the AUTHOR fails to deliver the manuscript within thirty (30) calendar days of the Delivery Date, the PUBLISHER may, in its sole discretion, either (a) cancel this Agreement and the AUTHOR shall, within thirty (30) calendar days of notification by the PUBLISHER, be legally required to repay any advances paid and fair rate PUBLISHER costs; or (b) enforce this Agreement with an amended Delivery Date. If the AUTHOR delivers the manuscript but refuses to make reasonable changes, or provides materials in an incorrect format, the PUBLISHER may complete the manuscript as is necessary and charge the reasonable, documented cost to the AUTHOR. If the AUTHOR has refused to make reasonable changes which have therefore been made by the PUBLISHER, the AUTHOR shall nonetheless have the right to approve the changes made by the PUBLISHER which right must be exercised within ten (10) business days of receipt by the AUTHOR of the revised manuscript from the PUBLISHER. Approval by the AUTHOR shall not be unreasonably withheld or delayed.

If the completed manuscript is not acceptable to the PUBLISHER for any editorial or legal reason, the PUBLISHER will provide

editorial and legal comments in writing with reasonably specific suggestions for changes within thirty (30) days following PUBLISHER's receipt of the complete manuscript or the date of this Agreement, whichever is sooner, and the AUTHOR shall have an additional thirty (30) calendar days (or such extension as is mutually agreed upon by the parties) after receipt of detailed editorial notes, within which to resubmit the Work to the PUBLISHER.

TERMINATION:

(a) If the Work shall be declared out-of-print or the PUBLISHER shall have stopped selling the Work in all formats, including reprints or editions licensed to other PUBLISHERS in the United States, and if, within six (6) months of a request by the AUTHOR the PUBLISHER fails to inform the AUTHOR in writing of a plan to reprint, repackage, do a new edition, or license an edition to another PUBLISHER in the United States, then this Agreement can be terminated by the AUTHOR in writing. After receipt of the termination letter, the PUBLISHER shall have an additional two (2) weeks to reconsider its options (a total of six [6] months and two [2] weeks) and reprint, repackage, do a new edition or license an edition to another PUBLISHER in the United States and notify the AUTHOR of its decision. If the PUBLISHER still fails to inform the AUTHOR of an intention to keep the Work in print in the United States, all rights shall revert to the AUTHOR, subject to any grant of rights made by the PUBLISHER prior to the termination date.

(b) If the PUBLISHER does not publish the Work within twelve (12) months after delivery and acceptance of the Work, the agreement will terminate and all rights shall revert to the AUTHOR, subject to any grant of rights made by the PUBLISHER prior to the termination date. If the PUBLISHER does not publish the accepted Work within the specified time, it shall revert all rights to the AUTHOR and return the disks and copies of the manuscript, but shall have no further liability.

AGENCY CLAUSE:

All sums of money due the Author under this Agreement will be paid in the name of the Author's Agent, **Massie & McQuilkin, LLC, ATTN: Julie Stevenson, 27 West 20th Street, Suite 305, New York, NY 10011 TIN: 83-0371179**, and the receipt by the said Massie & McQuilkin will be a good and valid discharge of all such indebtedness, and the said Agent is hereby empowered to act on the Author's behalf in all matters arising from and pertaining to this Agreement. For services rendered and to be rendered, it is agreed between the Author and the Author's Agent that the Author does hereby irrevocably assign to said Agent and said Agent will retain for the life of the Literary Work a sum equal to fifteen percent (15%) as an agency coupled with an interest in the gross monies accruing to the account of the Author under this Agreement and any subsequent agreements for the life of the Literary Work in all its editions, revisions, and adaptations, prior to deductions from or charges against such monies for any reason whatsoever. Nothing in this paragraph will be deemed to change the amounts otherwise payable by the Publisher under this Agreement.

28. This agreement may be executed in plain or electronic format, and each shall be deemed as binding upon all undersigned parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day first above written.

for Black Rose Writing & Reagan Rothe


SABORNA ROYCHOWDBURY

PUBLISHER Witness

AUTHOR Witness

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