

Page 1 TRADE v5 Single Author AGREEMENT made this October 15, 2023, between Pinnacle Publishing, Inc., 123 Broad Street, New York, NY 10004 (the "Publisher") and Renaissance Solutions, LLC, 456 Elm Street, Boston, MA 02110 (the "Author") (together with the Author, the "Parties" and individually a "Party") with respect to the work, tentatively titled: Blockchain for Business Leaders (the "Work") to be written by Dr. Jane E. Smith (the "Writer"). The Publisher and the Author wish to collaborate to ensure the professional quality and commercial success of the Work and agree as follows: Rights 1. (a) The Author assigns 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 any derivative works, throughout the world, to print, store, copy, publish, republish, adapt, distribute, transmit, and to license others to do so. If the Publisher does not exercise, license, or actively negotiate English language non-dramatic audio recording rights within 3 months from the Publisher's first publication of the Work, such rights shall revert to the Author upon written request.

1. (b) All rights in the "Appearance of the Work" and in the title, series titles, including trademark, service mark or trade dress rights, and all intellectual property rights in the Appearance of the Work and in the title, will belong to the Publisher.
2. (c) The Author retains all proprietary rights other than copyright, such as patent rights, in any process, procedure, or article of manufacture described in the Work.
3. (d) To the extent permitted by law, the Author waives the benefits of any moral rights (other than the right to be identified as the author of the Work) which may subsist or may be granted to the Author during the term of this Agreement, and agrees not to support any claim against the Publisher that usage of the Work constitutes an infringement of such rights. Delivery of Materials 2. (a) The Author shall deliver the complete and final materials for the Work as detailed on the attached Schedule of Deliverables (the "Schedule"), which is incorporated herein, satisfactory to the Publisher by November 30, 2023, as set forth in the Schedule (the "Due Date"). If specified in the Schedule, the Author shall deliver interim materials by specified due dates. The Author will retain a copy of all material delivered to the Publisher. The Publisher will not be responsible for any loss or damage to such material.
4. (b) The Author shall, at the Author's expense, obtain written permission for any third-party material included in the Work and submit all permissions with the final materials. If any permissions or other materials due from the Author are furnished or paid for by the Publisher, Publisher may withhold an amount equal to such costs from any sums due to the Author. If any material in the Work is the output of the Author's use of artificial intelligence (the "AI Material"), the Author will inform and identify the AI Material to the Publisher, along with the AI Service name.

5. (c) The Publisher discourages the provision of printer-ready material by the Author. However, the Author shall ensure that any fonts used in material delivered to the Publisher in printer-ready form or otherwise intended to be reproduced will be part of the Work and will be limited to approved fonts as outlined in the font guidelines provided by the Publisher. The Author shall deliver a list of all fonts included in such materials.
6. (d) If the Author delivers the complete and final materials for the Work on or before the Due Date, the Publisher shall, within 60 days after such delivery (the "Prescribed Period"), notify the Author whether the complete and final materials for the Work are, in the Publisher's judgment, complete and satisfactory and, if they are not, request changes that would make the materials satisfactory to the Publisher.
7. (e) If the Author does not receive the above notice from the Publisher within the Prescribed Period after timely delivery of the final materials for the Work, the Author may request the Publisher in writing to notify the Author whether the materials are complete and satisfactory. If the Publisher does not respond to the Author's request within 30 days after receipt of such request, the Author may terminate this Agreement pursuant to Paragraph 14(a) below.
8. (f) If the Author has not delivered complete and satisfactory materials for the Work by the Due Date, the Publisher may terminate this Agreement and recover any monies paid to, or on behalf of, the Author in connection with the Work and in such event the Publisher shall have no further obligation or liability to the Author.
9. (g) The Author shall reply to any editing requests and/or queries, including but not limited to copyediting queries within 14 days after receipt from the Publisher.
10. (h) If the Publisher delivers proofs to the Author, the Author shall review and return the proofs to the Publisher within 14 days after receipt. If the Author fails to return the proofs within such time period, the Publisher may either deem the proofs approved by the Author or employ a third party to correct the proofs and deduct the cost from any sums due to the Author.
11. (i) The Publisher will be responsible for the cost of the Author's alterations to the text up to 10% of the original typesetting and artwork production costs, and the Author will be responsible for such costs thereafter. "Author's alterations" means changes made by the Author to the proofs to correct errors, other than those introduced by the Publisher or its contractors.
12. (j) The Publisher may obtain opinions or reports on the suitability of the Work and the Author agrees to make all amendments reasonably required by the Publisher. Failure by the Author to make such changes will be treated in accordance with Clause 2(d) above.
13. (k) The Author shall respond to any requests by the Publisher to review any proposed material changes to the Work within 14 days. The decisions of the Publisher with respect to such changes will be final.

14. (l) If the Publisher determines that an index to the Work is desirable, the Publisher shall prepare or engage a third party to prepare the index and the Publisher shall absorb the cost thereof. Publication 3. (a) The Publisher will publish the Work within 18 months following the Publisher's acceptance of the final manuscript. The Publisher will determine all aspects of publication such as price, style, quantity, appearance, and design, as well as marketing, distribution, and licensing arrangements. The Publisher shall consult with the Author regarding the cover design and interior design for the Work; however, the final decisions shall remain with the Publisher.
15. (b) The Author acknowledges and agrees that content from the Work may be used for marketing purposes and that the Author will provide reasonable marketing assistance upon request.
16. (c) The Publisher will not be under an obligation to publish the Work if circumstances beyond its control adversely affect the Work's marketability or potential sales. In such event, all rights in the Work granted by the Author to the Publisher hereunder will revert to the Author, and this Agreement will terminate on the date of such reversion of rights. Copyright/Credits 4. (a) The Publisher shall include in each copy of the Work a notice of copyright in the Publisher's name and will have the right to register the copyright in the Work. Any material prepared by the Publisher may be copyrighted separately in the Publisher's name.
17. (b) The Publisher will have the right to use the name, likeness, and biographical data of the Author on any edition of the Work, and in advertising, publicity, or promotion related thereto and may grant such rights in connection with the license of any subsidiary rights in the Work.
18. (c) The Parties agree that the Writer will be credited on the cover and title page of the Work as follows: Dr. Jane E. Smith Royalties 5. (a) The Publisher shall pay to the Author, as a royalty, the following percentages of the Publisher's "Net Receipts" from sales or licenses of the Work: Percentages: (1) (i) from sales or licenses of the original edition in hardcover in the United States, its possessions and territories, and Canada: 15% on the first 10,000 units; 18% on all units thereafter. (ii) from sales or licenses of a trade paperback or other softcover edition in the United States, its possessions and territories, and Canada: 15% on the first 10,000 units; 18% on all units thereafter. (2) from sales or licenses of the entire Work or materials from the Work in electronic form: 18% (3) from sales of lower priced or local editions or mass-market editions: 7.5% (4) from sales of the Work at discounts of 56% or more from list price or sold in bulk for premium or promotional use: 5% (5) from sales of the Work produced "on demand" when it is not feasible to maintain a normal inventory: 5% (6) from sales or licenses by the Publisher of subsidiary rights in the Work: 50% (7) from sales or licenses of other adaptations and other derivative works: 7.5%
19. (b) [Intentionally omitted.]

20. (c) "Net Receipts" means the amount earned and received by the Publisher less any discounts, taxes, bad debts, and customer returns, and excluding any sums charged separately to the customer for shipping.
21. (d) Royalties will not be due on any revenues earned abroad until such revenues can be transmitted.
22. (e) No royalties will be paid in connection with: (i) fees received for the use of illustrative material; (ii) any grant of rights by the Publisher at no charge for use by persons with disabilities; (iii) remainder copies sold below or at cost; (iv) discounted copies purchased by the Author; or (v) copies donated to charity.
- Accounting 6. (a) Payments to the Author will be made semiannually, on or before the last day of June and December for royalties due for the preceding half-year ending the last day of April and October, respectively. The Publisher may take credit for any returns for which royalties have been previously paid. The Publisher may retain a 20% reserve for future returns for three royalty periods. Payment details will be sent to the Author at the email address set out in the US Payment Method Form ("PMF").
23. (b) The Author must complete the PMF provided by the Publisher. Once the Author submits the completed PMF, the Publisher will make all payments due to the Author by the same method.
- Author Copies 7. (a) When the Work is published in a print format, the Publisher shall give 10 free copies to the Author. The Author may purchase other publications of the Publisher at a discount of 25%. One free access will be provided to the Author for any digital content.
24. (b) Electronic copies of the Work are for the Author's personal use and may not be uploaded to a publicly accessible website or systematically distributed.
25. (c) The Author commits to purchase not less than 2000 copies of the print edition at a discount of 50% plus shipping and applicable taxes. The Committed Purchase must be made at the time of initial publication.
26. (d) All purchases after the Committed Purchase shall be at the following discount schedule: 1-999 copies: 40%; 1000-2499 copies: 50%; 2500-4999 copies: 55%; 5000+ copies: 60%.
- Competing Works 8. (a) Until the Work is no longer commercially available, the Author shall not publish or permit any third party to publish the Work or any portion thereof without the Publisher's prior written consent.
27. (b) The Author shall not prepare or assist in the preparation of any other work with the same or substantially the same content as the Work.
28. (c) The Author may use nominal amounts of material from the Work (not to exceed 15%) in the Author's regular business, provided that proper credit is given and it does not interfere with the sale of the Work.
- Revised Editions 9. (a) If the Publisher determines that a revision of the Work is desirable, the Publisher may request the Author to prepare the Revised Edition. The Author shall advise within 30 days whether they shall do so. If participating, the

Author shall proceed diligently and deliver the Revised Edition on the scheduled due date.

29. (b) If the Author does not participate in the Revised Edition, the Publisher may arrange for others to prepare it, and deduct fees or royalties paid to the reviser(s) from the non-participating Author's royalties. Option 10. The Author shall submit a proposal for the next "book-length" work to the Publisher before offering rights to any other publisher. The Publisher shall notify within 60 days whether it desires to publish the Next Work. If the Publisher wishes to publish, the Parties shall negotiate in good faith. If unable to agree, the Author may offer rights to other publishers. Incapacity 11. Should the Author die or become incapacitated, the Publisher may withdraw from the Agreement or have the Work completed by third parties, apportioning royalties based on the effort needed to complete the Work. Warranty 12. (a) The Author represents that the Work is original, not previously published, and does not infringe upon any rights. The Author shall hold the Publisher harmless against claims which would constitute a breach of warranties.
30. (b) Should the Author be an entity, the guarantor agrees to be personally bound by the Author's obligations and warranties. Infringement 13. If the copyright in the Work is infringed, the Publisher will have the right to pursue a claim. The Author shall provide reasonable assistance. Termination 14. (a) The Author may terminate this Agreement if the Publisher does not reply to a request for changes within the specified period.
31. (b) The Publisher may terminate immediately by notice in writing for failure to deliver materials, potential legal liabilities, market condition changes, or if the Author's actions cause damage to the Publisher's reputation.
32. (c) Upon termination by the Author or the Publisher, rights will revert to the Author. Commercially Available 15. If the Publisher decides the Work is no longer commercially available and does not make it so within 6 months of a written request, rights will revert to the Author. Notices 16. Notices under this Agreement must be in writing and sent to the addresses provided. Notices are deemed given upon receipt. Data Protection 17. The Publisher and its partners may process the Author's personal data in accordance with applicable laws and the Publisher's Privacy Policy. General 18. (a) This Agreement contains the full understanding between the Parties and supersedes all prior arrangements.
33. (b) The Parties are independent contractors.
34. (c) No waiver of any provision will be deemed a subsequent waiver of such provision.
35. (d) The Publisher may disclose the terms of this Agreement to its affiliates and subcontractors.
36. (e) Disputes will be governed by the laws of New York and subject to the jurisdiction of New York County courts.
37. (f) US resident Authors must submit an IRS Form W-9; non-US resident Authors will incur a 30% withholding tax.

- 38. (g) The rights granted by the Author are not assignable without prior written consent.
- 39. (h) This Agreement may be executed electronically, and electronic signatures will have the same legal force.
- 40. (i) If a signed copy of this Agreement is not received within 60 days, the Publisher may withdraw the Agreement.
- 41. (j) Certain provisions will survive termination.
- 42. (k) Delays due to force majeure will entitle the affected Party to a reasonable extension. Either Party may terminate the Agreement after 180 days of force majeure.
- 43. (l) Each Party warrants that the person signing has the authority to bind that Party.

AGREED AND ACCEPTED: Pinnacle Publishing, Inc. Renaissance Solutions, LLC

Dr. Jane E. Smith Shannon Vargo President VP & Publisher Trade

Date Date jane.smith@example.com _____ Email Address

Dr. Jane E. Smith, as Guarantor

Date jane.smith@example.com _____ Email Address