

M&O Publishing

Single Author Agreement v1

AGREEMENT made this October 1, 2023 between Eleanor T. Prescott, 45 Maple Street, Cambridge, MA 02138, USA (the "Author") and M&O Publishing, Inc., 1234 Literary Lane, San Francisco, CA 94110, USA (the "Publisher") together with the Author, the "Parties" and individually a "Party") with respect to the work tentatively titled:

"Echoes of Eternity" (the "Work").

The Publisher and the Author wish to work together to achieve the professional standards and success that they each desire from the Work, and agree as follows:

1. Ownership

1.1 The Work, which is defined to include any supplementary materials, updates, revised editions, and any derivative works based on it, shall be considered a work made for hire and the copyright and full and exclusive rights comprised in the copyright shall vest initially in and shall thereafter belong to the Publisher. These rights include, but are not limited to, the Publisher's right to print, store, copy, publish, republish, adapt, distribute, and transmit the Work in English and other languages, in all media of expression now known or later developed, and to license or permit others to do so.

1.2 To the extent, if any, that the Work does not qualify as a work made for hire, the Author hereby grants, transfers, and assigns to the Publisher for the full term of copyright and all extensions thereof the full and exclusive rights comprised in the copyright in and to the Work and all derivative works based thereon.

1.3 All rights in and to the "Appearance of the Work" (including the design and typography, paper, printing, binding, cover, jacket and embellishments for the Work) and in the title, any series titles used on or in connection with the Work, including trademark, service mark, or trade dress rights, and all intellectual property rights in the Appearance of the Work and in the title, shall belong to the Publisher.

1.4 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.

2. Duties and Delivery of Materials

2.1 The Publisher appoints the Author to write the Work and perform the following services, subject to the Publisher's approval: 2.1.1 Prepare an outline of the Work's scope, select suitable topics, and fix the length and scope of each chapter. 2.1.2

Review and revise the manuscript as per the Publisher's feedback, ensuring the final manuscript is satisfactory in organization, form, content, and style. 2.1.3 Ensure the complete final manuscript is delivered to the Publisher by June 30, 2024 (the "Due Date").

2.2 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 the Publisher furnishes or pays for any permissions, the Publisher may withhold an amount equal to such costs from any sums due to the Author.

2.3 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 ("Prescribed Period"), notify the Author whether the materials are complete and satisfactory. If not, the Publisher may request changes. If the Author does not make requested changes within 30 days, the Publisher may terminate this Agreement.

2.4 The Publisher may make changes to the Work to improve marketability and fully exploit the Publisher's rights. The Author shall respond to any requests to review changes within 14 days.

3. Publication

3.1 The Publisher will publish the Work, at its own expense, in such manner and formats as it deems appropriate for the market, determining all aspects of publication such as price, style, quantity, appearance, and design.

3.2 The Author shall provide reasonable marketing assistance upon request of the Publisher.

3.3 The Publisher will not be obligated to publish the Work if circumstances beyond its control adversely affect the Work's marketability or potential sales.

4. Copyright/Credits

4.1 The Publisher shall include in each copy of the Work a notice of copyright in the Publisher's name and has the right to register the copyright in the Work.

4.2 The Publisher will have the right to use the name, likeness, and biographical data of the Author in connection with any edition of the Work and related promotional activities.

5. Royalties

5.1 The Publisher shall pay to the Author the following percentages of the Publisher's "Net Receipts" from sales or licenses of the Work: 5.1.1 From sales of the original

edition: 12% 5.1.2 From sales of electronic forms: 12% 5.1.3 From sales at discounts of 60% or more from list price: 6% 5.1.4 From licenses of subsidiary rights: 35%

5.2 "Net Receipts" mean the amount earned and received by the Publisher less any discounts, taxes, bad debts, and customer returns.

5.3 No royalties will be paid on revenues earned abroad where conversion or transmittal of such monies is blocked by foreign governments.

6. Accounting

6.1 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.

6.2 The Publisher may retain a 20% reserve for future returns for three royalty periods.

6.3 The Author must complete a US Payment Method Form for quicker and secure processing of payments.

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7. Author's Copies

7.1 When the Work is published in print format, the Publisher shall give 3 free copies of the Work to the Author. The Author may purchase additional copies at a 40% discount from the current catalog list price.

8. Competing Works

8.1 The Author shall not, without the Publisher's prior written consent, publish or permit any third party to publish the Work or any portion thereof.

8.2 The Author shall not prepare or assist in the preparation of any other work with substantially similar content that might interfere with the sale of the Work.

9. Revised Editions

9.1 If the Publisher decides to publish a revised edition, the Publisher may request the Author to prepare it. If the Author agrees, they shall deliver the revised manuscript by the scheduled due date.

9.2 If the Author does not participate in the revised edition, the Publisher may arrange with others for its preparation and no royalties shall be paid to the Author for such editions.

10. Warranty

10.1 The Author represents and warrants that: 10.1.1 The material in the Work shall be original and not infringe upon any rights of others. 10.1.2 The Author has full power and authority to enter into this Agreement. 10.1.3 The Author shall be responsible for any compensation due to others assisting in the Work.

10.2 The Author shall hold the Publisher harmless against all liability from any claim which if sustained would constitute a breach of the foregoing warranties.

11. Infringement

11.1 If the Work's copyright is infringed, the Publisher has the right to pursue a claim for infringement and request the Author's reasonable assistance in such claims.

12. Termination

12.1 The Author may terminate this Agreement by written notice if the Publisher does not respond to requests for changes within the Prescribed Period.

12.2 The Publisher may terminate this Agreement immediately by notice if: 12.2.1 The Author fails to deliver satisfactory materials by the Due Date. 12.2.2 Publication may result in unacceptable legal liability. 12.2.3 Adverse market conditions render the Work obsolete. 12.2.4 The Author loses their professional license due to disciplinary proceedings.

13. Notices

13.1 Any notice under this Agreement must be in writing and sent to the address set out in this Agreement or as otherwise notified.

14. General

14.1 This Agreement supersedes all prior arrangements and may not be modified except in writing signed by all parties.

14.2 The Parties are independent contractors and nothing in this Agreement will be construed as a partnership or contract of employment.

14.3 The Agreement shall be governed by the laws of the State of California and subject to the exclusive jurisdiction of the courts of San Francisco County, California.

14.4 The rights granted by the Author are not assignable without the prior written consent of the Publisher.

AGREED AND ACCEPTED:

M&O Publishing, Inc.

John Smith
Editorial Director

Date

Eleanor T. Prescott

Eleanor T. Prescott

Date

Email Address