

AGREEMENT made this 5th day of October 2023, between Sarah J. Lawson, 22 Willow Lane, Greenwich, Connecticut 06830, USA (the "Author"), and Bluebird Publishing Inc., 123 Literary Avenue, New York, NY 10001, USA (the "Publisher") (together the "Parties" and individually a "Party") for the purpose of publishing a literary work tentatively titled:

"Echoes of Eternity"

(individually the "Book" and collectively 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. Rights 1.1 (a) The Author assigns to the Publisher during the full term of copyright and all extensions thereof the entire copyright and all other rights in and to (i) the products of the Author's services provided to the Publisher under this Agreement and (ii) the Author's contribution to the Work, which includes any supplementary materials, updates, and any derivative works based on it, including but not limited to the right, by itself or with others, throughout the world, to print, store, copy, publish, republish, adapt, distribute, and transmit the Work in English and in other languages, in all media of expression now known or later developed, and to license or permit others to do so.

1.2 (b) All rights in and to the "Appearance of the Work" (including the design, typography, and layout of the Work) and in the title, any series titles used on or in connection with the Work, including without limitation any trademark, service mark, or trade dress rights, and all intellectual property rights, of whatever nature, in the Appearance of the Work and in the title, will belong to the Publisher.

1.3 (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 Author's contributions to the Work.

1.4 (d) To the extent permitted by law, the Author hereby waives the benefits of any and all moral rights and/or rights in the nature of 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 or which may be introduced during the Term of this Agreement in respect of the Work created by the Author pursuant to this Agreement, and the Author agrees not to institute, support, maintain, or authorize any claim against the Publisher or any licensee of the Publisher that any use made of the Work or any changes made to the Work in any way constitutes an infringement of any such moral rights.

2. Duties and Delivery of Materials 2.1 (a) The Publisher hereby appoints the Author to write the Work and to perform the following services, subject to the Publisher's approval: i. Prepare an outline of the scope of the Work, including without limitation the number and title of chapters to be included therein ("Chapters"), select suitable themes, and fix the length and scope of each Chapter. ii. Prepare and submit to the Publisher the final manuscript on or before 1 May 2024. iii. Review each Chapter, make or request revisions as the Publisher thinks appropriate, and reject any Chapter deemed unsatisfactory by the Publisher. iv. Where agreed, to approve proofs received from the Publisher within the timeframe agreed. v. Advise that each Chapter must be accompanied by a Chapter Agreement, which all contributors, if any, will be required to sign and deliver with the manuscript by the date set out in the Chapter Agreement.

3. Publication 3.1 (a) The Publisher will publish the Work, at its own expense, in such manner and formats as it deems appropriate for the market and will determine and implement all aspects of publication such as price, style, quantity, appearance, and design, as well as such marketing, distribution, and licensing arrangements as it deems appropriate.

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

3.3 (c) The Publisher will not be under an obligation to publish the Work if, in its reasonable judgment, circumstances beyond its control adversely affect the Work's marketability or potential sales. In such event (i) the Publisher shall notify the Author and pay the Author, if applicable, the advance installment next due, (ii) all rights in the Work granted by the Author to the Publisher hereunder will revert to the Author, and (iii) this Agreement will terminate on the date of such reversion of rights. If the Author places such reverted Work with another publisher, the Author shall provide written notice and repay any advances to the Publisher to the extent the Author receives advances and royalties from such another publisher.

4. Copyright/Credits 4.1 (a) The Publisher shall include in each copy of the Work published by it a notice of copyright in the Publisher's name in conformity with relevant copyright laws and the Publisher will have the right to register the copyright in the Work. Any textual or illustrative material prepared for the Work by the Publisher at its expense may be copyrighted separately in the Publisher's name.

4.2 (b) The Publisher will have the right to use the name, likeness, and biographical data of the Author on any edition of the Work or on any derivative work thereof, 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. The Author shall provide in a timely manner any information reasonably requested by the Publisher for use in promoting and advertising the Work.

4.3 (c) The Author's name shall be listed as the sole author of the Work.

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5. Royalties 5.1 (a) The Publisher shall pay to the Author, as a royalty, the following percentages of the Publisher's "Net Receipts" (as defined below) from sales or licenses of the Work:

Percentages (1) from sales or licenses of the original edition whether in hardcover, paperback, or other print medium: 10% (2) from sales or licenses of the Work and materials from the Work in electronic form: 10% (3) from sales of the Work at discounts of 60% or more from list price: 5% (4) from sales or licenses by the Publisher to third parties of subsidiary rights: 30% (5) from sales or licenses of condensations, adaptations, and other derivative works: 10% (6) from use of all or a part of the Work in conjunction collectively with other works: pro rata

5.2 (b) As an advance against all royalties, proceeds, and/or sums due to the Author pursuant to this Agreement or any other agreement between the Author and the Publisher, the Publisher shall pay the Author \$15,000 USD, payable as follows: \$5,000 USD upon signing of this Agreement; \$5,000 USD upon acceptance of the final manuscript of the Work, complete and satisfactory to the Publisher; and \$5,000 USD upon the Publisher's initial publication of the Work.

5.3 (c) "Net Receipts" mean 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. Royalties due to the Author on sales or licenses made to any Publisher subsidiary or affiliate companies will be calculated based on the affiliate or subsidiary's receipts from such sales.

5.4 (d) Royalties will not be due on any revenues earned abroad where any foreign government blocks the conversion or transmittal of such monies to the Publisher until such revenues can be transmitted.

5.5 (e) No royalties will be paid in connection with: (i) fees received for the use of illustrative material prepared by the Publisher; (ii) any grant of rights by the Publisher at no charge for transcription into Braille or large type publication; (iii) remainder copies and other copies sold below cost, or furnished free or at a discount for review, advertising, sample, or similar purposes; (iv) copies of the Work purchased by the Author; or (v) copies donated to charity.

6. Accounting 6.1 (a) The Publisher shall prepare an annual royalty statement for the twelve-month accounting period ending on December 31. The Publisher shall make such statement available online and send a payment for the amount due by the following March 31. The Publisher may retain a 20% reserve for future returns for two

consecutive royalty periods provided the royalty statements indicate the amount of the reserve and how it has been applied. Should the Author receive royalties on copies of the Work sold by the Publisher, but subsequently returned or not paid for, the Publisher may deduct the amount of such royalties from any sums which may become due to the Author under this Agreement or any other agreement being in force between the Parties hereto.

6.2 (b) Any offsets (including but not limited to any advances) against compensation or sums owed by the Author to the Publisher under this Agreement may be deducted from any payments due to the Author under this Agreement. The Author will keep the Publisher informed as to changes in the Author's VAT status and, if registered, supply the Publisher with the registration number. If the Author fails to supply a VAT registration number, the Publisher will not pay VAT on any sums due.

6.3 (c) The Author must complete the PMF provided by the Publisher to process payments due to the Author quickly and securely. Once the Author submits the completed PMF to the Publisher, the Publisher will pay all sums due to the Author under this Agreement by the same method. If the Publisher is already paying the Author by bank transfer for previous publications, the Author does not need to complete the PMF unless any of the Author's bank details have changed.

6.4 (d) If any taxes are required to be withheld on any payments under the Agreement, the Parties have the right to withhold such taxes and pay them to the appropriate tax authority. All payments under the Agreement as reduced by any such withholding tax will constitute full payment and settlement of amounts under the Agreement. Whosoever is required to make the withholding tax deduction to the relevant tax authority will on demand supply documentary evidence of that deduction and payment.

7. Author's Copies 7.1 (a) When the Work is published in a print format, the Publisher shall give 1 free copy of the Work to the Author on publication. The Author may purchase, for personal use only, additional copies of the Work if in print form at a discount of 40% from the then-current United States catalog list price. The Author may purchase, for personal use only, other publications of the Publisher (except journals and major reference works) if in print form at a discount of 25% from the then-current United States catalog list price. To receive the Author discount, the Author must register on the Resources for Authors site or such other URL as is notified to the Author by the Publisher.

7.2 (b) One free of charge access will be provided to the Author for the electronic version of the Work.

8. Competing Works 8.1 (a) The Author shall not, without the Publisher's prior written consent, publish or permit any other party to publish the Work or any portion

thereof or any other version, revision, or derivative work based thereon in any media now known or later developed. The Author may, however, draw on and refer to material contained in the Work in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings, provided that credit is given to the Work and the Publisher.

8.2 (b) The Author shall not, without the Publisher's prior written consent, prepare or assist in the preparation of any other work with the same or substantially the same content as the Work and aimed at the same audience as the Work that might, in the Publisher's reasonable judgment, interfere with or injure the sale of the Work.

9. Revised Editions/Updates 9.1 (a) If the Publisher decides to publish a revised edition of the Work (the "Revised Edition"), the Publisher may, at its option, request the Author to prepare such Revised Edition and the Author shall advise the Publisher within 60 days whether the Author will do so in accordance with the schedule set forth by the Publisher. If the Author advises the Publisher that the Author will prepare the Revised Edition, the Author shall diligently proceed with the Revised Edition, keep the Publisher advised of the Author's progress, and deliver the complete manuscript to the Publisher on the scheduled due date. The scope of the revision will be defined by a new set of deliverables. The Publisher will have the right to make minor updates as needed without obtaining the prior consent of the Author.

9.2 (b) If the Author does not participate in the Revised Edition or does not diligently proceed with the revision, the Publisher shall have the right to arrange with others for the preparation of the Revised Edition. In such a case, no royalties shall be paid to the Author with respect to any Revised Edition not prepared by the Author.

9.3 (c) The Revised Edition may be published under the same title and may, subject to prior consultation with the Author, continue to use the name of the Author on such Revised Edition, but credit may be given to the reviser(s) on such Revised Edition and in advertising and promotional material with respect thereto, at the Publisher's discretion.

9.4 (d) Except as otherwise provided herein, the provisions of this Agreement, including royalty terms (but excluding any grants or advances provided herein), shall apply to each successive Revised Edition. The undertaking of a Revised Edition shall constitute a re-grant of rights.

9.5 (e) If the Publisher decides to publish ongoing substantive updates to the electronic version of the Work ("Updates"), the Publisher may, at its option, request the Author to prepare an Update or a series of Updates and the Author shall advise the Publisher within 60 days whether the Author will do so in accordance with the schedule set forth by the Publisher. If the Author advises the Publisher that the Author will prepare one or more Updates, the Author shall diligently proceed with

the Updates, keep the Publisher advised of the Author's progress, and deliver the complete Update manuscript(s) to the Publisher on the scheduled due date. If the Author is unable or unwilling to participate in the development of Updates in accordance with the Publisher's proposed schedule, the Publisher shall have the right to arrange for the Updates to be prepared by third parties and any fees to be paid to such third parties will be charged against the sums and royalties due the Author hereunder.

10. Incapacity 10.1 Should the Author die or become incapacitated before contributing publishable content to the Work, the Publisher will be entitled to withdraw from this Agreement with respect to the Author, whereupon the Author's heirs shall not be entitled to any claims for remuneration, and any payments made by the Publisher on account will be returned to the Publisher upon request. Should the Author die or become incapacitated following the submission of publishable content to the Work and the Publisher decides to continue with the publication of the Work using such publishable content, the Publisher will be entitled, at its own discretion, to have the Work completed by third parties. In such an event, the Publisher shall apportion compensation based on the amount of effort needed to complete the Work. The Author may be credited on the Work so published, along with co-authors, in the discretion of the Publisher.

11. Warranty 11.1 (a) The Author represents and warrants that: (i) with respect to any material prepared by the Author for the Work, such material shall be original, except for such excerpts and illustrations from copyrighted works for which the Author has obtained written permission from the copyright owners on a form approved by the Publisher, and such material shall not contain libelous or unlawful statements or instructions that may cause harm or injury and shall not infringe upon or violate any copyright, trademark, trade secret, or other right or the privacy of others; (ii) the Author will not include in the Work any contribution or material written or illustrated by others that the Author believes or has reason to know or suspect may not be original or may contain libelous or unlawful statements or instructions that may cause harm or injury or that infringes upon or violates any copyright, trademark, or other right or the privacy of others, and the Author shall exercise due care in selecting Contributors and reviewing Contributions to minimize the risks of such infringements, unlawful statements, or instructions and harm; (iii) to the best of the Author's knowledge all statements asserted as fact in the Work are either true or based upon generally accepted professional research practices; (iv) the Author has full power and authority to enter into this Agreement and to perform the services required herein; and (v) any compensation to any other party who assists the Author in performing services required of the Author hereunder shall be the responsibility of and shall be paid by the Author.

11.2 (b) The Author shall hold the Publisher and its distributors and licensees harmless against all liability, including expenses and reasonable counsel fees, from

any claim which if sustained would constitute a breach of the foregoing warranties. Each Party shall give prompt notice to the other if any claim is made and the Author shall cooperate with the Publisher, who shall direct the defense thereof. Pending any settlement, final resolution, or clear abandonment of a claim, the Publisher may engage counsel of its choice and may withhold in a reasonable amount sums due the Author under this or any other agreement between the Parties.

12. Infringement 12.1 If the copyright in the Work or in any derivative work is infringed, the Publisher will have the right, but not the obligation, to pursue a claim for infringement in such manner as it deems appropriate. Upon request, the Author shall provide reasonable assistance to the Publisher in connection with the Publisher's pursuit of such claims.

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13. Disagreements 13.1 In the event of a disagreement among the Author and any contributors that precludes the timely submission of complete and satisfactory materials for the Work or otherwise interferes with the publication of the Work, the Publisher will have the right but not the obligation to determine how the disagreement will be resolved and its determination will be final.

14. Term and Termination 14.1 (a) The Author may terminate this Agreement with respect to the Work by written notice to the Publisher if the Publisher does not reply to the Author's request for required changes to such Volume submitted pursuant to Paragraph 2.1(f) above.

14.2 (b) The Publisher may terminate this Agreement with respect to the Author or discontinue the participation of the Author immediately by notice in writing: (i) if the Author fails to deliver the Work pursuant to Paragraph 2.1(a) above or fails or refuses to make the changes requested by the Publisher pursuant to Paragraph 2.1(e) above; (ii) if in the Publisher's judgment, the Author is not meeting their obligations or performing their duties as outlined in this Agreement, provided, however, that (i) the Publisher has given the Author written notice setting forth the unsatisfactory performance, and (ii) the Author has not improved such performance to the Publisher's reasonable satisfaction within thirty (30) days of receipt of such notice; (iii) if publication may result in legal liability unacceptable to the Publisher in its reasonable judgment; (iv) in the event of adverse changes in market conditions, such as new technologies rendering the Work obsolete; (v) if the Author loses their professional license as a result of disciplinary proceedings or acts in such a way as to cause or threatens to cause damage to the reputation of the Publisher; or (vi) if there is a disagreement among the Author and contributors.