

Page 1 G & H Single Author v1 AGREEMENT made this October 18, 2023, between Alice M. Johnson, 123 Elm Street, Springfield, IL 62704 (the "Author") and Bright Horizons Publishing, Inc., 456 Oak Avenue, Seattle, WA 98101 (the "Publisher") (together with the Author, the "Parties" and individually a "Party") with respect to the work tentatively titled: The Chronicles of Verdania: Dawn of the Eclipse (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 includes any supplementary materials, updates, revised editions, and derivative works, shall be considered a work made for hire. All rights, title, and interest, including copyright, shall vest initially in and belong to the Publisher. 1.2 The Publisher holds worldwide rights to print, store, copy, publish, distribute, and transmit the Work in all media now known or later developed, in English and other languages, and to license others to do so. 1.3 All rights in the "Appearance of the Work" (design, typography, cover, jacket, and digital layout) and title, including trademark rights, shall belong to the Publisher. 1.4 The Author retains all proprietary rights other than copyright, such as patent rights, in any process or procedure described in the Work. 1.5 The Author waives the benefits of any moral rights (excluding the right to be identified as the Author) and agrees not to support any claim against the Publisher regarding use or changes to the Work.
2. Duties and Delivery of Materials 2.1 The Author shall prepare and submit the complete manuscript by December 1, 2024 (the "Due Date"), as outlined in the attached Schedule (the "Schedule"), which is incorporated by reference. 2.2 The Author shall obtain written permission for any third-party material included in the Work and submit all permissions with the final materials. The Publisher may refuse to include any material if permission cannot be obtained on acceptable terms. 2.3 If the Author delivers the complete and final materials by the Due Date, the Publisher shall, within 60 days, notify the Author whether the materials are satisfactory and request any necessary changes. If the Author fails to meet requested changes within 30 days, the Publisher may terminate this Agreement or arrange for completion, deducting reasonable costs from sums due to the Author. 2.4 The Author shall respond to copyediting queries within 14 days and return proofs within 14 days of receipt, or the Publisher may deem proofs approved or employ a third party to correct proofs at the Author's expense. 2.5 The Publisher may make changes to improve the marketability of the Work and fully exploit rights in all media. The Author shall respond to requests to review material changes within 14 days. The Publisher's decisions on changes are final.
3. Publication 3.1 The Publisher will publish the Work at its own expense, in formats and quantities it deems appropriate, and will determine all aspects of publication, marketing, distribution, and licensing. 3.2 The Author shall provide reasonable marketing assistance upon the Publisher's request. 3.3 The

Publisher is not obligated to publish the Work if circumstances beyond its control affect the Work's marketability or potential sales. In such cases, rights revert to the Author, and this Agreement terminates.

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5. Royalties 5.1 The Publisher shall pay the Author the following percentages of the Publisher's "Net Receipts" from sales or licenses of the Work: 5.1.1 12% from sales of the original edition in print form. 5.1.2 15% from sales or licenses of the Work in electronic form. 5.1.3 5% from sales of the Work at discounts of 60% or more from list price. 5.1.4 30% from sales or licenses of subsidiary rights such as translations, audio adaptations, after deducting out-of-pocket costs. 5.2 "Net Receipts" means the amount earned and received by the Publisher less discounts, taxes, bad debts, and returns, excluding shipping fees. 5.3 No royalties will be due on revenues earned abroad if conversion or transmittal to the Publisher is blocked by foreign governments. 5.4 Royalties will not be paid on: 5.4.1 Fees for use of illustrative material or other Publisher's property. 5.4.2 Rights granted at no charge for use by persons with disabilities. 5.4.3 Remainder copies sold below cost, copies furnished free or at a discount to the Author, or for review and promotion. 5.5 Royalties will be paid semiannually on or before June and December for the preceding half-year, with a 20% reserve for future returns for three periods.
6. Accounting 6.1 Payments to the Author will be made semiannually, with the Publisher taking credit for any returns. If the balance due for any period is less than \$100, payment will be deferred until the cumulative balance reaches \$100. 6.2 Offsets against royalties or sums owed by the Author to the Publisher may be deducted from payments due under this or any other agreement.
7. Author's Copies 7.1 The Publisher shall provide three free copies of the Work to the Author and a 40% discount on additional copies for personal use. The Author may purchase other Publisher's publications at a 25% discount.
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9. Revised Editions 9.1 The Publisher may request the Author to prepare revised editions. If the Author agrees, they shall deliver the revised manuscript on schedule. If the Author does not participate, the Publisher may arrange for others to prepare the Revised Edition, with no royalties due to the Author.

10. Incapacity 10.1 If the Author dies or becomes incapacitated before contributing publishable content, the Publisher may withdraw from this Agreement, and the Author's heirs shall not be entitled to remuneration. If the Author dies or becomes incapacitated after submitting publishable content, the Publisher may complete the Work with others and apportion royalties.
11. Warranty 11.1 The Author represents and warrants that the material prepared for the Work is original, does not contain libelous or unlawful statements, and does not infringe on any rights. The Author shall hold the Publisher harmless against liability from any claim constituting a breach of these warranties.
12. Infringement 12.1 The Publisher has the right, but not the obligation, to pursue claims for copyright infringement of the Work. The Author shall provide reasonable assistance in such claims.
13. Disagreements 13.1 In the event of a disagreement that interferes with publication, the Publisher may resolve the disagreement or terminate the Agreement, adjusting the Author's share of royalties accordingly.
14. Termination 14.1 The Author may terminate this Agreement by written notice if the Publisher fails to respond to a request for changes within 30 days. 14.2 The Publisher may terminate this Agreement immediately if the Author fails to deliver satisfactory materials, if publication may result in unacceptable legal liability, or if market conditions adversely change. 14.3 Upon termination by either Party, the Publisher shall revert rights to the Author and remove the Author's name from listings.
15. Notices 15.1 Notices must be in writing and sent to the addresses specified in the Agreement by hand delivery, pre-paid post, or courier. Notices are deemed received upon delivery.
16. Data Protection 16.1 The Publisher will process the Author's personal data in compliance with applicable laws and its Privacy Policy. The Author shall comply with data privacy laws, maintain security measures, and delete or return data upon request.
17. General 17.1 This Agreement contains the entire understanding between the Parties and may not be modified except in writing signed by both Parties. 17.2 The Parties are independent contractors, and this Agreement does not create a partnership or employment relationship. 17.3 No waiver of any provision constitutes a waiver of any other provision. 17.4 The Parties agree to keep the terms of this Agreement confidential, except as necessary for professional advisors or subsidiaries. 17.5 This Agreement is governed by the laws of the State of Washington, with disputes subject to the exclusive jurisdiction of Washington courts. 17.6 The rights granted by the Author are not assignable without written consent. The Publisher may assign the Agreement to a third party. 17.7 This Agreement may be executed in counterparts and electronically, with electronic signatures given the same legal force as handwritten signatures. 17.8 The provisions of data protection and warranty shall survive termination of this Agreement.

AGREED AND ACCEPTED: Bright Horizons Publishing, Inc.

Alice M. Johnson David R. Thompson Editorial Director

Date Date

Email Address