

## PUBLISHING AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement") is made this 5 March 2025

### BY AND BETWEEN

Wordly Wise Publishers having office at 3<sup>rd</sup> Floor, 44, Regal Building, Hanuman Mandir Road, Connaught Place, New Delhi 110001 (hereinafter referred to as the "Publisher"), which expression shall where the context admits include the Publisher's successors-in-business and assigns, of publishing this manuscript.

Jayramdas Lohia having address at 303, Indraprastha 10, Badli, A'bad - 54  
(hereinafter referred to as the "Author") which term shall be deemed to include the Author's executor, legal heirs, and literary assigns.

### WHEREAS

- A. The Author is the owner of all rights and interest in respect of the original Work and desires to publish the Work, (Work here is termed for the author's original manuscript) which is outlined as below:

Working Title: The Logic Defenders  
Author: Jayramdas Lohia

- B. The Publisher desires to publish the Work;

The Publisher and the Author shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

NOW THEREFORE in consideration of the promises hereinafter set forth and for valuable consideration, receipt whereof is acknowledged, the parties agree as follows:

### 1. GRANT OF PUBLISHING RIGHTS

#### 1.1. Rights to Publish the Work:

- 1.1.1. The Publisher hereby keeps the rights of publishing the manuscript at her own end. The Publisher provides the Author with e-book and paperback of Book Title – The Logic Defenders

- 1.1.2. The Publisher will also provide 10 Author copies to the author for his/her personal distribution.

1.1.3. Activities by Publisher to market the book

- Online marketing for 2 months and thereafter as and when the Publisher deems fit
- 4-5 infographs for social media (Facebook, Instagram, Twitter, LinkedIn and YouTube)

1.1.4. The Author shall execute and deliver to the Publisher any and all documents and do all acts which the Parties reasonably deem necessary, reasonable or appropriate to evidence or effectuate the rights granted in this Agreement.

2. COPYRIGHT

The Publisher will apply for the copyrights in the work to be registered in the name of Author and will take care of all documentation.

3. AUTHOR'S WARRANTIES AND INDEMNITY

- 3.1. The Author warrants to the Publisher and its licensees that he/she is the sole Author and proprietor of the Work; that the Work has not heretofore been published in book form; that he/she is the owner of all the rights granted to the Publisher, and has full power to enter into this agreement, and that said rights are not subject to any proper agreement, lien, or other claim or rights which may interfere with the rights herein granted; that the Work is original and not in the public domain; that it does not violate the right of privacy of any person; that it contains no libelous, obscene, or other unlawful matter; and that it does not infringe upon the copyright or violate any other right of any person or party.
- 3.2. The Author agrees to hold the Publisher harmless against any damages, including legal fees, finally sustained in any suit involving the Publisher or its licensees by reason of a violation of any of these warranties.
- 3.3. If any such suit is instituted, the Publisher shall promptly notify the Author and may withhold payments due to the Author under this Agreement, until such suit has been settled or withdrawn. If a final adverse judgement is rendered and is not discharged by the Author, the Publisher may apply the payments so withheld to the satisfaction of such judgment. The Author undertakes for herself, her successors and assigns, to execute at any time, on request of the Publisher, any document or documents to confirm or continue any of the rights defined herein, and to take all proceedings necessary to enforce copyright in India and elsewhere.



- 3.4. If the Author unreasonably disapproves of any out-of-court settlement recommended by the Publisher and the claim or suit proceeds to trial, the Author shall be liable for all the Publisher's fees, costs, damages, and expenses connected with such trial regardless of outcome. The Publisher shall have the right to reasonably extend the benefit of the indemnities to any person, firm, or corporation at any time, and the Author shall be liable thereon as if Author's warranties were originally made to such person, firm, or corporation.

#### 4. DELIVERY OF WORK MANUSCRIPT

- 4.1. The Author shall deliver to the Publisher, at the Author's sole expense, written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to art and illustrations) owned by any third party which appear in the Work and written releases or consents by any person or entity described, quoted or depicted in the Work (hereinafter collectively called the "Permissions"). If the Author does not deliver the Permissions, the Publisher shall have the right, but not the obligation, to obtain such Permissions on its own initiative, and the Author shall reimburse the Publisher for all expenses incurred by the Publisher in obtaining such Permissions.
- 4.2. The Author acknowledges and confirms that the Publisher shall have no liability of any kind for the loss or destruction of the manuscript or any other documents or materials provided by the Author to the Publisher and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction. If the Publisher, in its sole discretion, reasonably deems the manuscript, and/or any other materials delivered by the Author to be unacceptable in form and substance, then the Publisher shall promptly advise the Author by written notice, and the Author shall cure any defects and generally revise and correct the manuscript and/or other materials to the reasonable satisfaction of the Publisher, and deliver fully revised manuscript and/or other materials promptly after receipt of the Publisher's notice.
- 4.3. If the Author fails to deliver the manuscript or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by the Publisher, on the dates reasonably designated by the Publisher, or if the Author fails to do so in a form and substance reasonably satisfactory to the Publisher, then the Publisher shall have the right to terminate this Agreement by so informing the Author by letter sent by certified mail, return receipt requested, to the address of the Author set forth herein.
- 4.4. Upon termination by the Publisher, the Author shall, without prejudice to any other right or remedy of the Publisher, immediately repay the Publisher any sums previously paid to the Author, and upon such repayment, all rights granted to the Publisher under this Agreement shall revert to the Author.



## 5. AUTHOR'S PROOFS

If the Publisher wishes to make editorial changes or deletions in the Work manuscript, they shall consult with the Author prior to publication about these changes, and if the Author and Publisher cannot agree on the changes or deletions, the issues at question shall be decided upon by a mutually chosen third party.

## 6. STYLE, PRICE, PROMOTION, DISTRIBUTION

- 6.1. The Publisher agrees to bring out the kindle and paperback of The Logic Defenders on Amazon. Publisher will get pdf of layout and One cover design after guidance from the Author approved by him/her within Two (2) months from the date of this contract before uploading the kindle of The Logic Defenders. In case of delays from causes beyond the control of the Publisher, which period shall not exceed One (1) month, or in case the Author fails to return proofs within ten (10) days after they have been delivered to him/her, the period shall be extended to cover such delays. In the event, the Author shoulders the responsibility of getting the book published and the Publisher holds no responsibility of it whatsoever.
- 6.2. The Author agrees to make a total payment of Rs.45,000 plus 18% GST for his/her kindle and 50 coloured printed copies combined of The Logic Defenders. Of which 50% of the payment i.e. Rs.19,500/- plus 18% GST on the complete package cost coming to Rs.26,520.00 will be paid at the time of signing the contract, and the remaining 50% i.e. Rs.19,500/- once the kindle goes live. Thereafter printing will be done on demand. Author will be provided with 10 copies for his/her personal use.

Account details are as under –  
Wordly Wise Publishers  
ICICI Bank  
A/c. 629505043295  
IFSC Code: ICIC0006295  
1215, Bhadur Garh Road,  
Sadar Bazaar,  
New Delhi. 110006

## 7. ADVERTISING AND PROMOTION

- 7.1. The Publisher shall have the right to use, and to license others to use, the Author's name, image, likeness and biographical material for advertising, promotion, and other exploitation of the Work and the other rights granted under this Agreement, provided the Publisher has obtained the Author's approval which shall not be unreasonably withheld for the said use and exploitation.

7.2. The Publisher shall have the right to determine the time, place, method and manner of advertising, promotion and other exploitation of the Work provided the Publisher has consulted with the Author, and provided that for any exploitation requiring the Author's presence the Author's approval, which shall not be unreasonably withheld, shall be obtained.

7.3. All additional costs and expenses relating to the publicizing, marketing and distribution of the Work shall be borne by the Author.

## 8. Royalty

8.1. The author will be given 30% royalty on the selling price of the e-book.

8.2. The author will be given 12% royalty on the selling price of the physical book.

## 9. Subsidiary Rights

All rights remain with the Author

## 10. Reserved Rights

10.1. All rights in the Work now existing or which may hereafter come into existence, except those hereby specifically granted to the Publisher are reserved to and by the Author for Author's use. For avoidance of doubt it is also clarified that the Author has granted rights only for the Work and the Publisher shall have no right in the others works created or to be created by the Author.

## 11. Revision

11.1. If at any time while this Agreement continues in force the Publisher deems the publication of a new edition or revision of the Work desirable, it shall notify the Author, by letter. The decision on the requirement to update the Work, shall be with the Author, in consultation with the Publisher.

11.2. If the Author is able and wishes to undertake the preparation of such a new edition, or revision, he shall so inform the Publisher in writing within thirty (30) days of receipt of said notice. Such new edition or revision, if undertaken by the Author, shall contain such material as the Publisher and the Author agree to be appropriate thereto, and the date of delivery of the manuscript thereof shall also be established by mutual written agreement.

11.3. The following terms used in the Agreement have the meaning as follows:

11.3.1. 'MRP' means the Maximum Retail Price.

11.3.2. "Edition" as used in this Agreement, refers to the Work as published in any particular content, length, and format. If the Work is materially revised or



redesigned in any manner, or expanded in length or content, then the Work as revised shall be considered a new "Edition" for purposes of this Section.

## **12. TERM, TERMINATION & REVERSION OF RIGHT**

12.1. This Agreement is valid for a period of 1 (one) year from the date of signing the contract.

12.2. If the Publisher fails to fulfil or comply with any of the provisions of this Agreement within 30 days of receipt by the Publisher of notice from the Author of such failure, or the Publisher goes into insolvent liquidation other than for the purpose of amalgamation or reconstruction only, then this agreement shall automatically terminate without prejudice to any rights of the Publisher in respect of this Agreement, or any claim which the Author may have either for monies due and/or damages.

12.3. In addition to the other rights of the Publisher to terminate this agreement, if the Author fails to comply with this Agreement and further fails to remedy such non-compliance within 3 months of receiving a non-compliance notice from the Publisher, the Publisher may terminate this agreement by written notice to the Author.

12.4. Unless previously terminated as provided herein, this agreement shall continue in force, with respect to copyright obtained under the laws of any country covered by this Agreement, for the term of the original copyright, renewal, or extension thereof which relates to the Work and which may accrue to the owner of the copyright under the present or any future law of said country.

## **13. CONSEQUENCES OF TERMINATION**

13.1. Upon termination of this Agreement for any reason, (a) the Publisher shall handover to the Author all materials received or developed by it in terms of this Agreement, if any, not later than 7 (seven) days from the date of issue of the receipt of the notice by the Author from the Publisher; and (b) subject to repayment and return in item (a) above, this Agreement shall terminate, and all rights granted to the Publisher shall revert to the Author.

13.2. Upon termination of the Agreement for any reason, the license in relation to the Work and other material supplied by the Author in relation to the Work, shall forthwith terminate without any liability or claims on the Author.

13.3. Termination of the agreement shall not affect:



- 13.3.1. subsisting rights (if any) of any third party under a sub-license validly entered with the Author prior to termination;
- 13.3.2. the rights of the Author on the money accrued due to the Author in respect of the Publisher's sales and exploitation of the Work, up to the date of termination; and
- 13.3.3. any claims that each Party may have against the other for damages or otherwise.

#### 14. CONFIDENTIALITY

- 14.1. Each Party shall keep all information relating to the other Party, information relating to the transactions contemplated under this Agreement ("Information") confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning this agreement or the transactions contemplated under it, without the prior approval of the other Party; provided that nothing in this Clause 12 shall apply to:
  - 14.1.1. such Information is in the public domain other than by breach of this Agreement;
  - 14.1.2. to the extent that such Information is required to be disclosed by any applicable law or required to be disclosed to any governmental authority, or any regulatory authority to whose jurisdiction the Parties are subject or with whose instructions it is customary to comply;
  - 14.1.3. in so far as it is disclosed to the employees, directors, officers, agents and representatives of the Parties, provided that the Parties shall procure that such persons treat such Information as confidential;
  - 14.1.4. to the extent that any of such Information was previously known or already in the lawful possession of any of the Parties, prior to disclosure by any other Party hereto; and
  - 14.1.5. to the extent that any information, materially similar to the Information, shall have been independently developed by any of the Parties without reference to any Information furnished by any other Party.

#### 15. NOTICES

- 15.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by fax or e-mail and then confirmed by prepaid registered mail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the following addresses:

- 15.1.1. In case of notices to the Author:

Attn: Mrs. Karishma Lohia  
Add: 303, Indraprastha 10, Bodakdeo, Ahmedabad - 54  
Email: karishmaModi@gmail.com

15.1.2. In case of notices to the Publisher:

Attn: Ms. Chandni Mathur

Add: 3<sup>rd</sup> Floor, 44, Regal Building, Connaught Place, New Delhi 110001

Email: hello@wordlywise.co.in

15.2. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other prior written notice.

16. AMENDMENTS

No amendment of, addition to or modification of this Agreement shall be effective unless reduced to writing and signed by the Parties hereto.

17. LAWS APPLICABLE

This Agreement shall be interpreted according to the laws India. Any and all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Haryana.

18. SEVERABILITY

In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.

19. REMEDIES, WAIVERS AND RELEASE

The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers and remedies provided by law, including any liability for fraud or fraudulent misrepresentation. No delay or omission by any Party to this agreement in exercising any right, power of remedy provided by applicable law or under this agreement will affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude the exercise of any other or further right, power or remedy.

20. ENTIRE AGREEMENT

This agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this agreement, and this Agreement contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and shall be interpreted under the laws of India.

Publisher

Signature:

Name: Wordly Wise Publishers

Address: 3<sup>rd</sup> Floor,  
44, Regal Building,  
Connaught Place,  
New Delhi 110001

Author

On behalf of Jayramdas Lohia

Signature:

Name: Kanishma Lohia

Address: 303, Indraprastha 10,  
Bodakdeo, Ahmedabad - 54

Wordly Wise Publishers