

The following details mark the relationship between you (the author) and us (Pblishing.com) regarding the publishing of your book. This is a publishing contract and thereby we urge you to kindly go through it in detail.

## **Deliverables**

*This is a book-publishing contract and as such 'You write and we publish'.* According to this contract, you agree to work with our editorial team and provide us with a finished manuscript on the date agreed upon by mutual consent. On successful completion of the pre-order target, we will start the publishing process of your book, which includes editing, printing, marketing and distribution.

## **Preorders**

Under this contract, you agree to allow us to collect payment of preorders (through crowdfunding) on your behalf through our online portal [www.pblishing.com](http://www.pblishing.com). If the pre-order target is not met within the given time period of the campaign, we would return the money to the people within 30 days after the end of the campaign. Once the target is met, we agree to publish the book and fulfill the preorders.

## **Grant of Rights**

*As publishers, you grant us the sole right to publish your book.* You grant Pblishing.com an exclusive, irrevocable and transferable right to print, publish and sell your work globally both in electronic and print medium. However, books that do not meet the target of crowd-funding campaign will cease to comply with the transfer rights and other terms of this contract.

When we agree 'to publish', we will create print copies (paperbound) and soft (electronic) copies of your book and distribute them directly or by collaborating with third parties. If and when Pblishing.com decides to transfer its rights to a third party, then the transferee will also comply with the terms and conditions of this contract. However, if you decide to have a prequel or a sequel to your book, then it will not be covered under this contract but another pre-order campaign and contract will be initiated for it.

*This contract binds you and pblishing.com.* As per this contract, you will not assign any responsibilities of your book to any other party except us. This contract binds your successors-in-interest too.

Note: This contract binds you with Pblishing.com but not with third parties with whom Pblishing.com decides to partner such as editors, designers, distributors or retailers.

## **Publishing.com (us)**

On hitting the target of pre-order campaign, Publishing.com agrees to "publish and sell" your book. Our responsibilities related to publishing your book are mentioned below:

*Editorial and Design:* We will assign you with an editor and a designing team to support you. The final decisions regarding editing, content and book design will be made mutually.

*Print:* We will print an initial run of units equal to the number of preorders received during the campaign period. At our discretion, we will fund a larger run, or subsequent runs, at our own expense, which we will sell through our distribution channel.

*Digital:* We will create a digital copy of your book suitable for distribution in "mobi" (Amazon) and "epub" (Apple) formats. We may also create digital copies in other formats.

*Distribution:* Under this contract, we will distribute your book both in digital and print format. In digital format, we will distribute your book to major online vendors using both direct and third party digital distribution. In case of print format, we will distribute your book to bookstores directly in case of bulk orders and indirectly through our strategic partners.

*Marketing:* As publishers of your book, our marketing strategy will be to increase sales of your book and for this we will do online and offline promotions and as per funds will have a preferred shelf-space in bookstores. You may also do additional promotion of your book at your own expense.

*Copyright:* Publishing.com will copyright the book on your behalf and wherever feasible we will register the copyright overseas too. As your publisher, we will take necessary legal actions against those who illegally infringe the copyright wherever we deem it feasible. We will not owe you a legal or business duty to protect your copyright and you have the authority to file a separate lawsuit in case of alleged infringement.

*Financial Reports:* We will furnish you with financial reports on an annual basis detailing the number and nature of the sales of your book both in India and overseas. Royalty payments will also be made on an annual basis and will be made to bank accounts via the NEFT transfer.

## **Author (you)**

- Under this contract, you agree to collaborate with us and furnish us the complete manuscript within a week after the completion of the campaign period. By 'complete manuscript' we mean complete typed text in either .pdf or .doc format along with any illustrations or pictures. The manuscript has to be emailed to us on [info@pblishing.com](mailto:info@pblishing.com).
- Under this contract, you guarantee that the book is your own work, not plagiarized, is not defamatory, have permission to use all rights in the work and are not restricting Pblishing.com from printing, publishing and selling your book. You agree not to dispose of any rights or publish any version or derivation of your book, which would impact the commercial value of your book.
- You are the sole owner of the copyright to your book but you allow Pblishing.com the right to register any copyright related to your work. You also grant us the right to extend this copyright to other foreign jurisdiction.
- As per this contract, we are the sole promoters of your book and as such you allow us to use your name and biographical information for promotional purposes.

## **Royalty Terms**

*Price:* The pricing of your book both wholesale and retail will be decided by us.

*Royalty:* Once the pre-order period ends, all subsequent book sales are called orders. We will share net revenue (net of allowances and discounts) from the sales of your book (orders) on a thirty-seventy split basis. For instance, if we sell your book at Rs. 200, then we will pay you Rs. 60.

*Digital:* In terms of sales generated through digital medium, we will share, revenue with you on fifty-fifty split basis. For instance, if our revenue (net of discounts and allowance) is Rs. 200, you will receive Rs. 100.

*Returns:* Most books are sold to bookstores on a returnable basis. In that case, if your book does not sell and the bookseller returns it to us for a refund then we will deduct the returns from the sales and the royalty will be calculated on net sales.

*Payments:* Royalty payments will also be made on an annual basis and will be made to bank accounts via the NEFT transfer.

## **Foreign Rights**

Having an exclusive right to print, publish and sell your book, Pblishing.com has the right to sell

your book abroad and in foreign languages too and in that case the thirty-seventy royalty split between you and us will be based on the revenue agreement negotiated between us and the foreign language publisher. We may choose to either sell the book directly or license the right to sell the book to another publisher. We may also combine the two approaches. You will of course maintain the ownership copyright.

## **Remaindering**

If for any reason, we decide to sell off the copies of any edition of the work at a reduced price or as a remainder, we shall give the author the first opportunity to buy copies at the remainder price.

## **Termination**

We reserve the right to pull the title and terminate the contract at no cost to Pblishing.com or to you if no sales have been made within (3) three years of the release of the title. You will be notified if such a decision is made and all rights will automatically revert to you.

If for any reason Pblishing.com files bankruptcy, goes out of business or decides to no longer be in business, the contract will be void and all rights will revert back to you. Should Pblishing.com go through a name change or a change in ownership, all contract terms will stand.

## **Miscellaneous**

- This agreement may be modified only by written agreement through mutual consent by both the parties that is you and Pblishing.com.
- This contract constitutes the only agreement between you and Pblishing.com.
- In case any part of this agreement stands invalidated then, the remaining parts shall be in force.
- Pblishing.com will not be deemed responsible if it fails to perform due to governmental restrictions, labor disputes or any other reason beyond our control.
- In case of any disputes, you agree to comply under Delhi law. If there is a conflict between this contract and Pblishing.com's terms of service then this contract will be hold supreme.
- Failure to exercise any right on our part will not be considered as waiver.
- We have the authority to terminate this contract and as such any publishing rights accorded to us before will be reverted back to you or your heirs and assigns.
- Any payment received by Pblishing.com for copies of your book after termination will be split

in the same thirty-seventy basis. If there is any return reserve balance, then it will be paid upon termination of the contract.