

## **Publishing Agreement**

**As on 24.05.2018**

### **1. Parties to the Publishing Agreement:**

This Publishing Agreement (hereinafter - Agreement) is concluded between the *Author* and the Publisher *International Book Market Service Ltd.* (hereinafter – Publisher).

### **2. Subject of the Publishing Agreement**

The subject of this Agreement is the Work submitted by the Author to the Publisher's portal.

### **3. Entry into force**

The Agreement becomes binding when the Author confirms the Agreement on the Publisher's portal.

### **4. The Publisher will:**

- 4.1. provide free of charge standard publishing service for the Author,
- 4.2. offer the Author premium publishing services like color printing and custom cover picture on conditions decided by the Publisher,
- 4.3. remunerate the Author with royalties in the amount of 12% of the Work's net sales and in the amount of 30% of the licensing income generated from the use of Work by third parties when – during the accounting period of 12 months – they generate claims of more than 50,- EUR on average per month. If the average per month is lower than 50,- EUR, the author will receive a book voucher of the respective value, which can be redeemed in the following 12 months in the online shop associated with the Publisher,
- 4.4. make the remuneration payment solely to the Author with whom this Agreement is concluded,
- 4.5. calculate the royalty payment every 12 months from the publication date, and make the payment within 3 months from the calculation date,
- 4.6. process and safeguard the Author's data according to Publisher's privacy policy to ensure the publication process and marketing of Author's Work.

### **5. The Publisher can:**

- 5.1. reproduce, print, distribute and market the Work,
- 5.2. sell and license rights (including but not limited to translation rights) to the Work, in whole or in part, in print and electronic formats,
- 5.3. determine the Work's publication specifics,
- 5.4. suggest to the Author changes to the Work,
- 5.5. make extracts of the Work accessible to the public and provide the media with review copies for advertising purposes and upon request,
- 5.6. transfer the publishing rights of the Work to another publishing house within the OmniScriptum group.

If the Author wishes to make any changes to his / her Work AFTER THE PUBLICATION, then the Publisher has the right to demand a fee of 150 EUR for post-publication services.

### **6. The Author will:**

- 6.1. remain the copyright holder of his / her work,
- 6.2. receive a free of charge standard publishing service,
- 6.3. receive a PDF digital download version of his / her Work after publication,
- 6.4. be able to publish the work in whole or in part with other publishers,

6.5. receive royalty payments according to the provisions of this Agreement.

#### **7. The Author agrees to:**

- 7.1. deliver Work of original content to the Publisher,
- 7.2. bear full responsibility for the Work's content,
- 7.3. ensure proper referencing in the Work,
- 7.4. ensure having usage rights to any data included in the Work,
- 7.5. ensure having commercial usage rights to a custom cover picture in case such is provided by the Author for the cover of his / her Work,
- 7.6. handle all claims by third parties that have arisen in relation to the Work's content,
- 7.7. keep the Author's information in the Publisher's portal up-to-date,
- 7.8. processing of his / her personal data according to Publisher's privacy policy to ensure the publication process and the marketing of Author's Work,
- 7.9. receive information from the Publisher regarding the publication, promotion and marketing of his / her Work.

If the Author breaches the terms of Paragraph 7, the Author is obliged to indemnify the Publisher for all third-party claims related to the content of the Work, including but not limited to legal costs.

#### **8. Term and termination of the Agreement**

- 8.1. The Agreement begins on the day when the Author confirms it on the Publisher's Portal and runs indefinitely.
- 8.2. Both Parties have the right to terminate the contract with a notice period of sixty days. The notice must be given in writing.
- 8.3. If the Author violates terms of Paragraph 7, the Publisher has the right to terminate the contract without notice.
- 8.4. Upon termination of the Agreement, the Author revokes all rights granted to the Publisher as listed in Article 5.

#### **9. Miscellaneous**

- 9.1. Latvian law and EU law will be applicable to issues not regulated by this Agreement.
- 9.2. The place of Publisher's headquarters will have jurisdiction for all disputes.
- 9.3. In case of any disputes, Parties agree to negotiate. If negotiations fail, the issue is to be resolved in the court of the Republic of Latvia.

## Definitions

- **Publisher's portal** – a Publisher's imprint website where the author uploads his / her manuscript and adds/edits author information
- **Standard publishing service** includes assigning an ISBN to the book, providing cover image options, cover layout, imprint mark, editorial assistance in the publishing process, sourcing the book to all sales channels available to the Publisher and printing the book upon orders
- **Net sales** – income generated by the Work, which is calculated as follows:

Net sales = Net retail sales price x copies sold - the average bookseller/wholesaler discount

The bookseller/wholesaler discount is set as follows:

30% of the net retail sales price in EUROS in the case of sale to end consumers via the online shop associated with the Publisher;

50% of the net retail sales price in EUROS in the case of sale to/through all other external distribution partners.

Copies purchased by Author himself/herself via the online shop associated with the Publisher and any free copies/sample copies will not

be included in the Net Sales and royalty calculation.

- **Licensing income** – income received by the Publisher from third parties from which any agency commissions, translations costs and other costs that have occurred as a result of licensing the use of Work to third parties have been deducted. Third parties include but are not limited to translation agencies
- **Privacy policy** – actions of the Publisher regarding the collection, retention, usage, disclosure and deletion of customer data. Privacy policy information is available on the Publisher's portal and online shop associated with the Publisher
- **Print** – the Work will be printed using print-to-order technologies, in paperback design (15x22cm), the interior of the book will be printed in black and white. The Publisher can also offer color printing, hardcover and different format options upon conditions at its sole discretion
- **Publication Specifics** – book's features, layout guidelines, book jacket, publication date, retail price and advertising measures
- **Changes to the work** - content corrections, different linguistic formulations, deletions or other changes
- **Original content** – the Author guarantees that the Work submitted is his / her own intellectual property and the result of his / her own intellectual effort; or that the Author holds the necessary rights to publish the content supplied by him / her
- **Claims by third parties** - including but not limited to privacy, copyright or trademark claims that have arisen in relation to the content of the Work for which the Author bears full responsibility
- **Author's information** – address, bank details for receiving royalties, payment methods, email address
- **Latvian law** – in particular, but not limited to Latvian Copyright Law