

Author Agreement

By and between the Author – Hereinafter

the “Author” –

and BookRix GmbH & Co. KG, a limited partnership organized pursuant to the laws of Germany,
with its principal address at Implerstraße 24, 81371 Munich, Germany

- "Publisher" -

- Author and/or Publisher by themselves or together referred to herein as a "Party" or the "Parties" -

Preamble

The Author has written the Work and/or several Works respectively and now desires that such Work and/or Works respectively be produced and distributed as an electronic book (an "eBook"). The Publisher is willing to produce and distribute the Work and/or Works respectively as an eBook on the basis of the following provisions.

The Author is already a registered User on bookrix.com, has read and accepted the Standard Terms and Conditions (the "Terms") found on bookrix.com, which continue to be valid and applicable, and now wishes to enter into this Author Agreement, which shall supplement but not replace the Terms. To the extent this Author Agreement contains provisions that conflict with the Terms, the provisions of this Author Agreement shall prevail.

NOW THEREFORE, the Parties agree as follows:

1. Scope

This Author Agreement (the "Agreement") governs all matters pertaining to the production and distribution of the Author's Work via the BookRix website and/or via BookRix' Distribution Partners, as those terms are defined herein. This Agreement shall, in its current version (cf. Section 13), also apply to any future Work of the Author. This Agreement supersedes all previous written and oral agreements between Publisher and Author, except as otherwise provided herein.

2. Certain Definitions

2.1 To the extent used in this Agreement, capitalized terms shall have the following meanings:

"BookRix-Code": The set of rules adopted by the Publisher which govern the behavior of Users and Authors and their interaction with each other.

"Distribution Partners": All those eBook Shops, Online-Shops and other sales outlets and book dealers, including wholesalers, through which the Work is distributed, who have entered into agreements with the Publisher to act as distributors of the Work. A list of current Distribution Dealers can be found under the BookRix FAQs on the BookRix website. The publisher does not warrant that this list is complete and up-to-date.

"Terms": The terms and conditions found on bookrix.com, which the Author accepted during registration.

"Work": The Work, as well as any other work under this Agreement inclusive of all content, images, pictures, graphics, formats, writings and other content thereof.

2.2 Capitalized terms not listed above but contained in this Agreement shall have the meanings ascribed to them in the Terms.

3. Delivery, Information, Corrections, Backup Copies

3.1 The Author hereby confirms that he will provide the Publisher with a fully edited, proofread and final manuscript of the Work, formatted and edited in accordance with the guidelines for manuscripts provided by the Publisher. The Publisher is not obligated to further edit or reformat the Work.

3.2 The Author hereby confirms that all and any informational data provided by and regarding the Author are true and correct in every respect. This information also serves to clearly identify the Author. The Author recognizes that payments from the publisher may only be carried out once the Author has provided complete and correct personal data.

3.3 The Author may not change or substitute the Work, the Category of the Work, the content of the excerpt or the Sales price subsequent to entering into this Agreement. Neither is he entitled to request any reproduction and distribution of an amended version of the Work on the basis of this Agreement. If the Author desires that the Publisher reproduces and distributes the Work in an amended version, he must upload the respective Work anew and must, at the same time, terminate the agreement governing the Work originally uploaded in accordance with the provisions of this Agreement. The Author is aware that failing this (i.e. in case the original Work is not terminated at the same time), he shall be liable for damages towards BookRix and third parties. In case the reproduction and distribution of the respective Work is stopped, the Author must terminate this Agreement by deleting this work.

3.4 The Author shall immediately inform the Publisher if any of the information in Section 3.2 changes. All changes, including changes in Address shall be entered in the "My Account Details" section of the BookRix website. The Publisher may, at its sole discretion, demand proof of some or all of the information, in any form reasonably necessary. Failure to comply with this Section 3.4 exposes the Author to liability for any damages the Publisher may suffer as a result.

3.5 The Publisher is not, and at no time shall, be liable or responsible for lost manuscripts or defective storage media. The Author is obligated to make and retain backup copies of all Works and to keep them in a safe place. The Publisher is not required to return any uploaded Works or other materials provided to the Publisher by the Author.

4. Commencement, Approval-Process

4.1 This Agreement commences with the completion of all steps of the electronic registration and uploading process and the confirmation of this Author Agreement.

4.2 The Publisher shall confirm commencement of the Agreement by sending an email to the Author's email address provided during registration. As part of the email, the Author will be provided with a download link to this Agreement in PDF-format.

4.3 The Author is aware that any Work to be uploaded must comply with certain minimum quality standards pertaining to form and content. The Publisher is therefore entitled, but not obliged, to submit the Work to an internal review prior to its publication and prior to its forwarding to Distribution Partners or at any other point in time. The review shall in particular comprise the layout (cover, excerpt), the compliance with this Agreement and the BookRix-Code and the capability to publish the Work as an ePub. Details pertaining thereto are included in the Help section of the online services of the Publisher. If the Work does not fulfill such requirements, the Publisher will be entitled to reject the Work without stating any reasons; such rejection shall also be considered as an immediate termination of this Agreement within the meaning of Section 11.1 sentence 2 of this Agreement.

5. ISBN; Sales Price; Services of the Publisher

5.1 The Publisher shall provide a respective ISBN number for the Work as well as for any other Work published under this Agreement. Notwithstanding the foregoing, it shall be the Author's sole responsibility to see to the deposit of the required deposit copy with the Library of Congress and to see to the registration of the copyright in the Work with the U.S. Copyright Office.

5.2 The Publisher shall publish the Work on the BookRix website (www.bookrix.com) and other sub domains and/or websites under the Publisher's control.

5.3 The Publisher shall offer the Work for sale as an eBook, in the Publisher's own name and for the Publisher's account. The Publisher shall offer the Work to its Distribution Partners for sale through such Distribution Partner's sale channels. The Author is aware the Distribution Partners may, in their sole discretion, at any time refuse to distribute the Author's Work, for any reason, or to cease doing so. The Author has no implied right to demand the sale of the Work by any Distribution Partner. The Author is further aware that the Publisher has no influence over the amount of time it may take before a Distribution Partner actually offers the Author's Work for sale.

5.4 The Author has determined the sale price of the Work. The sale price is exclusive of taxes required to be paid, such as state sales tax, VAT (if any), or other taxes, charges and fees levied by any governmental agency. The Publisher and the Distribution Partners shall add such taxes to the sale price if so required. The Author acknowledges and agrees that this may change the amount the Author receives for each sale of the Work. To the extent that the Publisher or any Distribution

Partner make sales in other currencies, further adjustments to the sale price may be required. The Author's remuneration shall at all times be calculated on the basis of the final adjusted sale prices as determined by the Publisher or any Distribution Partner.

6. Payments to the Author

The Publisher shall pay the Author royalties in an amount of at least

70%

of the net sales price collected by the Publisher from any sale of a copy of the Work through the Distribution Partners. (Net sales price refers to the proceeds the Publisher receives from the Distribution Partner less sales tax, other domestic or foreign taxes, and the cost of delivery).

7. Payment Conditions; Credits

7.1 The Author will be able to check sales of the Works through an online facility on "My Account Details" that will be made available to the Author. The Publisher will pay the Author royalties within twelve weeks after any calendar month in which royalties due to the Author reach at least €10.00. No royalties shall be paid for free copies furnished to the Author, reviewers, sample or promotional copies. The Publisher shall forward a royalty statement and payment to Author. If the Author has earned less than € 10.00 in any calendar month, the amount earned will be held over to the next calendar month. All fund amounts herein shall be in the chosen currency in United States dollars. In case this Agreement is terminated, any royalties due to the Author shall be paid subsequent at the end of the next calendar month, irrespective of the amount earned.

7.2 The Publisher may, at its sole discretion and/or as required by law, deduct any taxes or other levies from the royalties due to the Author. In such cases, the right of the Author to receive payments shall be adjusted and the Author shall be informed accordingly by the Publisher. The Author is aware that the Publisher may be required to inform the tax authorities having jurisdiction over the Author of payments made to the Author.

7.3 The author may request information about his/her account at any time, and is advised to keep accurate records for tax purposes. The Author is aware that the Publisher is legally required to report payments to the Author to the relevant tax authorities.

7.4 The Publisher is authorized to retain, modify or credit payments to the Author under the following circumstances:

(a) to account for returns of eBooks to either Publisher or any Distribution Partner;

(b) if any Third Party makes a claim that at the time of sale the Author did not have adequate rights to the Work (including any challenge made via a DMCA Notice as provided for in the Terms), in which case the Publisher shall investigate the claim within thirty (30) days or as provided for under the DMCA and shall give the Author adequate opportunity to refute the claim. Nothing contained herein shall be interpreted as a waiver or election of either the Author or the Publisher with respect to any legal or equitable remedies available to either Party.

(c) if the Author has breached any of the Author's obligations pursuant to this Agreement, the Terms or the BookRix Code;

(d) if the Author has provided incorrect or false information or has failed to update the Author's information in a timely manner and the Publisher has a reasonable belief that the Author or the Publisher is liable for any taxes or other levies as a result thereof.

7.5 Payments shall be made to the Author's account as provided by the Author to the Publisher. Author will keep all account information up-to-date. The Publisher is not responsible for missed or failed payments if the Author has failed to update his or her account information. The Publisher may, for reporting purposes, rely on the information provided by the Author at all times and use said information for payments and tax reporting purposes. There is no liability to Publisher if the information is incorrect or out of date and the Author alone shall be responsible for all resulting damages and liabilities.

7.6 The Author agrees that all payments to the Author may be made by electronic funds transfer and in accordance with any legal requirements applying to both the Publisher and the Author.

7.7 The Author is solely responsible for checking the accuracy of all payments and to inform the Publisher within six months of receipt of any payment of any discrepancies or inaccuracies. The Publisher is not required to honor any claims made subsequent to such six-month period.

8. Rights Transferred/Granted to Publisher

8.1 The Author hereby grants to the Publisher the non-exclusive worldwide right and license, including the right to grant sub-licenses, to publish the Work as an eBook. This license includes the right to copy, reproduce, edit, adapt and print and/or publish or procure the print and publication of the Work or any part of it in any form (including electronic form) as well as the right to use and allow others to use the Author's name (including any professional names), likeness and biography together with the Work in connection with promotion or exploitation of the Work and the promotion of the Publisher's services in general at the Publisher's sole discretion. This right includes all ancillary and related rights necessary for the Publisher to fully enjoy the rights granted herein, including but not limited to the following:

(a) to store the Work in any format on multiple servers and/or computers;

(b) to reproduce, convert, code and transform the Work to any format required for publication as an eBook, as reasonably required for the distribution of the Work;

(c) in the context of the advertising and promotion of the Work, to provide excerpts for free access to potential customers, both on the Publisher's website and/or through the facilities of any Distribution Partner, as long as such excerpts never exceed 30% of the entire Work;

(d) to permit the downloading, copying and storage of the Work on portable electronic devices, such as e-readers;

(e) to allow customers to store purchased copies of the Work on servers and to make necessary backup copies and to continuously access the Work on such servers, during and after the Term of this Agreement and to download replacement copies of the Work from the Publisher or from Distribution Partner websites in case the original purchased copy is lost or destroyed;

(f) to use the name of the Author, as well as any logo, trademark or service mark of the Author, in connection with the marketing and promotion of the Work;

(g) to reformat or edit the contents of the Work and to prepare condensed versions of the Work for advertising and promotional purposes;

(h) to use the Work as an eBook as part of collections of works of several different authors and to sell such works as a package or compilation, especially as part of special advertising or marketing campaigns;

(i) to electronically encrypt the Work or to tag the Work with a digital watermark, or to take any other measures in relation to "Digital-Rights-Management."

8.2 The Publisher has the right to assign and/or transfer any of the rights granted hereunder to any affiliated company or entity and/or to Distribution Partners, to the extent necessary to carry out the intent of this Agreement.

8.3 The rights granted to the Author and/or to Third Parties hereunder, while not exclusive, are nevertheless valuable rights to use the Work for commercial purposes. Accordingly, the Author represents and warrants that during the term of this Agreement, the Author will not separately offer the Work to any of the Distribution Partners or sell the Work to or through other booksellers, if such booksellers already offer the Work for sale through the Publisher. For the avoidance of doubt, the Author shall not create a situation where the same Work is offered more than once through the same sales channel. If the Author nevertheless offers the work for sale through other channels, which are not Distribution Partners and/or do not already offer the Work for sale, the Author shall assure that the price at which the work is offered shall not be lower than the price at which the Work is sold by the Publisher, the Distribution Partners or any other sale channel used by the Publisher.

9. Representations and Warranties of the Author

9.1 The Author represents that he/she is the sole proprietor of the Work and that the Work to the best of the Author's knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book form and that the content of the Work does not violate the BookRix Code.

9.2 The Author represents that he/she is authorized to use, by permission or under license, during the term of this Agreement, all fonts, illustrations, photographs, or other graphics (together, the "Illustrations") used in the Work or connected therewith. The Author represents and warrants that he/she has obtained all permissions from Third Parties necessary to use the Illustrations in the Work.

9.3 The Publisher is under no obligation to edit or otherwise check the contents of the Work, to reformat the Work or to transform the Work in any manner.

10. Indemnification

10.1 The Author shall indemnify and hold harmless the Publisher from and against all claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including legal fees and costs), losses or liabilities of any kind which may arise or result from (i) the Work, or any part thereof, infringing the copyright, trademark, trade secret or other intellectual property rights of any Third Party, and (ii) from breach of any foregoing representations or warranties of the Author.

10.2 With respect to the foregoing indemnification: (i) Author shall notify the Publisher of and keep the Publisher fully advised of any claim or suit; (ii) the Publisher shall have the right to participate, at its expense, in any suit instituted against it and to approve any attorneys selected by the other party to defend it, which approval shall not be unreasonably withheld or delayed; and (iii) if the Author assuming the defense of a claim or suit against the Publisher, the Author shall not settle such claim or suit without the prior written approval of the Publisher, which approval shall not be unreasonably withheld or delayed. It is understood and agreed that Author shall have the non-exclusive right to take all necessary legal actions against any infringement of the Work.

10.3 The foregoing shall not be interpreted as supplanting any other remedies available to the Publisher in law or in equity as against the Author or any Third Party.

11. Term of the Agreement; Termination

11.1 Notwithstanding anything to the contrary herein, this Agreement may be terminated by either the Author or the Publisher with a 30-day notice and all rights granted to the Publisher will revert to the Author at the time of such termination. Deviating from this, in the cases of Section 4.3, the termination shall become effective once the Author has received access to it.

Work will no longer be a profitable venture, the Publisher may discontinue publishing, distributing and selling Work. The Publisher may terminate this Agreement at any time by giving 30 days written notice via email to the Author providing the Publisher pays all amounts due the Author within that time. Termination of this Agreement by either the Author or the Publisher shall not affect the rights of any Purchaser.

11.3 The Publisher may terminate this Agreement for cause with immediate effect by giving notice by email to the Author, if the Author materially breaches any term of this Agreement, the Terms and/or the BookRix Code or if any other condition or reasons arise that would make it commercially unreasonable for the Publisher to continue to perform its duties and obligations under this Agreement, or if the Publisher has reasonable grounds to believe that the Author has breached or is threatening to breach any of the provisions of Section 9 of this Agreement and the Author is unable or unwilling to provide reasonable assurances that the Author has not or will not breach any of the provisions of Section 9 above.

11.4 The Author may terminate this Agreement only via the "My Account Details" page by deleting the work; this will commence the 30-day notice period. The Publisher shall confirm receipt of a termination notice from the Author via Email as soon as practicable. The Publisher may terminate the agreement via email or in writing.

11.5 At the time of termination, the Publisher shall cease distributing the Work and shall inform the Distribution Partners of the termination and require them to also cease the distribution of the Work. The Publisher and the Distribution Partners are nevertheless authorized to continue to store a reasonable number of copies of the Work for archive purposes. The Author is aware and agrees that customers who purchased the Work will have continued access to electronically stored copies of the Work in order to assure that they can retrieve the Work if it is lost or destroyed.

12. Limitation of Warranties; Disclaimers

12.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, ALL SERVICES PROVIDED BY THE PUBLISHER ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE PRIOR STATEMENT, THE PUBLISHER DOES NOT VOUCH FOR THE QUALITY, ACCURACY, COMPLETENESS, OR CURRENTNESS OF THE SERVICES.

12.2 IN NO EVENT SHALL THE PUBLISHER OR ANY OF ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES, AGENTS, THIRD-PARTY LICENSORS, LICENSEES AND CONTENT PROVIDERS BE LIABLE TO ANY USER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SALES, OR LOST BUSINESS) DIRECTLY OR INDIRECTLY RELATED TO OR ARISING OUT OF THE PUBLISHER'S SERVICES, OR ANY TRANSACTION ENTERED UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PUBLISHER OR ANY OF ITS OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AUTHOR AGREES THAT THE LIABILITY OF THE PUBLISHER, ITS OFFICERS, EMPLOYEES, AFFILIATES, AND AGENTS, IF ANY, ARISING OUT OF ANY TYPE OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY MANNER CONNECTED WITH ANY TRANSACTION ENTERED INTO THROUGH OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT THE AUTHOR HAS PAID TO THE PUBLISHER IN CONNECTION WITH THE TRANSACTIONS GIVING RISE TO SUCH CLAIM. ANY ACTION BROUGHT UNDER THESE TERMS MUST BE COMMENCED NO LATER THAN WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES.

12.3 The foregoing limitation applies to the acts, omissions, negligence, and gross negligence of the Publisher, its officers, employees, affiliates and agents which, but not for this provision, would give rise to the cause of action against the Publisher in contract, tort, or any other legal doctrine. The sole and exclusive remedies of the Author under this Agreement are as expressly set out in this Agreement.

13. Changes; Assignment

13.1 The Publisher retains the right to change, amend or supplement the terms of this Agreement. In case of such amendment or supplementation, the Publisher shall notify the Author by email and the changed terms and/or supplementations shall take effect six (6) weeks after the date of such email notification, unless the Author chooses to reject such changes by terminating this Agreement as set forth in Section 11.1 above. Such change, amendment or supplement may also comprise the introduction of subscription models towards end customers and thus a structural change of the payments to the Author.

13.2 The Publisher may assign all of the Publisher's rights and duties and the Agreement itself to any affiliated enterprise at any time. In case of such assignment, the Author will be notified by email. Should the Author not agree with such an assignment, the Author has the option of terminating this Agreement as set forth in Section 11.1.

14. No Waiver; Severability

The failure of the Author to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms conflicts with the law under which these Terms are to be construed or if any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of such provision in accordance with applicable Law. The remaining provisions of these Terms and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

15. Applicable Law and Forum

15.1 This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship between the parties, or the interpretation and enforcement of the rights and duties of the parties shall be governed by the laws of the State of New York, without giving effect to the principles of comity or conflicts of laws thereof, provided that the Author's permanent residence is located within the United States of America or Canada. In all other cases and to the extent legally possible, this Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship between the parties, or the interpretation and enforcement of the rights and duties of the parties shall be governed by the laws of Germany.

15.2 Each party irrevocably agrees that in the cases of Section 15.1 sentence 1 any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in the State of New York, City of New York, Borough of Manhattan, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in the State of New York, City of New York, Borough of Manhattan, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper

jurisdiction within the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act (“UCITA”) will not apply to these Terms regardless of when and howsoever adopted, enacted and further amended under the laws of the State of New York or any other state. If UCITA is adopted and enacted in the State of New York or any other state and, as a result of such adoption and enactment or any subsequent amendment thereto any action to effectuate the result contemplated by this Section 15.2 sentence 1 is required to be taken, including amending these Terms, the Author may unilaterally take such action as may be reasonably required, including amending these Terms accordingly.

15.3 To the extent legally possible each party irrevocably agrees that in the cases of Section 15.1 sentence 2 any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of the courts of Munich, Germany, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts of Munich, Germany, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement.

16. Jury Waiver

16.1 BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THESE TERMS.

17. No Set-Off Right

17.1 The Author shall not set-off any claims against the Publisher against amounts owed to the Publisher unless with the prior written agreement of the Publisher or if the claim is uncontested or has been finally adjudicated in favor of the Author in a court of competent jurisdiction.

END OF AGREEMENT