



BOOK PUBLISHING SERVICES AND BOOK DISTRIBUTION AGREEMENT

This Publishing Agreement is entered into as of date _____ between Tingle Books, with address at Hapur (“Publisher”) and _____ with address at _____ (“Author”).

1. License to Publish and Book Distribution

A. Author grants the Publisher exclusive and worldwide license to publish, store, use, transmit, distribute and sell his/her Work in print and electronic form in all languages throughout the world.

2. Term

The license for the Work shall extend for 1 (One) years after the Work's first release date. The license will automatically be renewed for consecutive 1 (One) year terms if neither party gives at least thirty (30) days advance written notice transmitted via electronic or standard mail prior to the end of the current term. If the term is not extended or this agreement is revoked, the publisher will continue to sell the book till the stock last.

3. Royalty Payments

On sales of the Work, the Publisher shall pay to the Author a royalty (Calculated on MRP) on every copy sold by the Publisher and paid for, less actual returns. No royalty shall be paid to copies sold to the Author/free books.

Publisher shall pay Author all royalties earned, on a Quarterly basis, within thirty (30) days of the end of each Quarter in which the Author earned a royalty.

4. Royalty Percentage

1-100	5%
101-1000	10%
1001 and more	15%

5. Publication Format and pricing

Publisher and Author mutually agree on the Work's retail price and format as per general practise prevailing in the industry.

6. Author's Copies

- (a) **Author can buy any number of copies from amazon.in (At listed Price) or from the publisher (Minimum Copies 50) at 30 % discount of MRP during signing the agreement.**
- (b) Author can buy additional copies from the publisher at 20 % discount of MRP later .
- (c) Author can collect the author's copies from the publishers office. If Author is unable to collect the copies from the Publishers office then publishers will transport the copies to the author's address and transportation charges will be borne by the Author.

7. Author Warranties

Author represents and warrants the following to Publisher:

- (a) Author is the sole owner of the Work (this includes manuscript, pictures, images, drawings and any other materials submitted to Publisher) and has the full power, authority and right to enter into this Publishing Agreement;
- (b) This Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity;
- (c) The Work is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured;
- (d) The Work as submitted, and its publication by Publisher, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons and entities;
- (e) The Work and all the rights in Work are free of liens, claims, interests or rights in others of any kind;
- (f) Publisher shall not have any legal responsibility for Author's Work;
- (g) The Work is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the Work are not and will not be injurious to any reader, user, or third person;
- (h) All information submitted to Publisher is entirely accurate to the best knowledge of the Author.

8. Indemnification

Author agrees to fully indemnify, defend and hold harmless Publisher and its affiliates from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the Author shall not be liable for any matter inserted in the Work by Publisher or its licensees. All warranties and indemnifications made by the Author herein

shall survive termination of this Publishing Agreement or any license under this Agreement.

"Affiliates" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom Publisher extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work or the exercise of any rights in the Work or derived from the Work.

9. Copyright Infringement

Publisher shall have the right to commence action for copyright infringement based on the rights granted under this Agreement.

10. General Provisions

This Agreement shall be governed by the laws of the India, and all parties consent to venue and jurisdiction in the courts of the Hapur to adjudicate any and all claims arising out of this Publishing Agreement. This Agreement may be modified by Publisher giving 30 days notice to the Author of the proposed change. If Author does not agree that such change is in the best interest of all parties, the Author may promptly terminate this Publishing Agreement.

By completing the following and submitting the required materials, the Author agrees to all the terms and conditions in this Publishing Agreement.

Author:

Publisher:

By:

By: _____

Name; _____

Name: _____

Title of Work:

Title of Work: _____

Date Signed: _____

Date Signed: _____