

Pink Kiss Publishing Author Publishing Agreement

This PUBLISHING AGREEMENT (**Agreement**) between Pink Kiss Publishing Company (**Publisher**) and the author (**Author**) whose name and signature appear on the **PKP Author Publishing Order Form** is effective as of the date of the Author's signature on the **PKP Author Publishing Order Form**.

Author grants, assigns and otherwise transfers to Publisher and its licensees, successors and assigns, during the Term of this Agreement, the non-exclusive worldwide rights to: enter the entirety of the Work in linear form in an electronic database or network for sale, including electronic downloads if so requested by the Author. To print, publish and sell the Work in book form; and for publicity purposes, to publish (or permit others to publish) in print or on the internet, or to broadcast (or permit others to broadcast), but not dramatize, by radio or television, without charge, such selections from the Work as in the opinion of the Publisher may benefit its sales. The Author retains all permanent rights to his work, unless he or she chooses to assign them otherwise. Author hereby grants to the Publisher the right to use any author approved enhancements. Nothing continued in this Section shall be construed as limiting, modifying or otherwise affecting any of the rights granted to Publisher under this Agreement.

Manuscript

Author shall deliver to Publisher the Manuscript (Work) on computer disk(s) or by email attachment if feasible, in a size and software file format acceptable to Publisher, Author agrees to make and keep at least one (1) complete copy of the Manuscript and such disk(s).

The Author will submit all required materials relating to the Work to the Publisher before the Publisher will perform any services.

The final design and text of the Work, including any and all changes suggested or made by the Publisher's copyeditors, proofreaders, and indexers, must be approved in writing by the Author before publication.

Other Material

Author shall deliver to Publisher each of the following materials: original art, illustrations and/or photographs (collectively "Artwork"), in a form suitable for reproduction if so deemed by Author. Publisher may acquire and/or prepare and include in the Work, with the Author's permission, additional art, illustrations, photographs, charts, maps,

drawings or other materials to be used for the cover of the Work.

Author shall deliver to the Publisher, at Author's sole expense, written authorizations and permissions for the use of any copyrighted or other proprietary materials owned by any third party person or entity described, quoted or depicted in the Work (collectively "Permissions"). If Author does not deliver the Permission, Publisher shall have the right to edit any copyrighted material used without permission, and the Author shall stand the editing expense.

Author acknowledges and confirms that Publisher shall have no liability of any kind for the loss or destruction of the Manuscript or any materials provided by the Author, electronic storage media or related repository of the Work or Artwork Permission. Author also acknowledges that Publisher shall not be liable for refund of fees or damages or unavailability of fulfillment or if current production becomes unavailable and Publisher is unable to transfer service to another company. Author acknowledges that any and all art or electronic files created, in part or whole by Publisher remain the property of the Publisher and may not be used by Author without express written consent of Publisher.

Proof and Timing

Publisher shall furnish Author with an electronic proof of the Work. Author shall be permitted the allowed line corrections as provided in the specified purchased package, as well as any additionally purchased. Corrections and additional proofs are billable at published rates and due prior to their implementation.

Publisher will make its reasonable best effort to timely provide proofs and final product to Author; however, Publisher makes no other warranty as to the time in which it will provide Author with proofs or final product. Author is not relying on Publisher to produce proofs or final product by any deadline and Author expressly waives any potential claim related thereto.

Author's Indemnity of Publisher

Author shall indemnify, defend and hold harmless Publisher, its subsidiaries and affiliates, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties, and

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any and all liabilities, losses, damages, and expenses (including attorneys' fees and costs) in consequence thereof.

Advertising and Promotion

Publisher shall have the right to use, and to license others to use, Author's name, image, likeness and biographical material for advertising, promotion, and distribution of the Work and the other rights granted under this Agreement.

Accounting

Publisher shall render to Author a statement of account on the sales of the Work and pay Author any amount(s) due on a quarterly basis commencing with the first full Pink Kiss Publishing accounting quarter in which payment has been received and royalties are due. Any royalties due which are less than \$25.00 in any one quarter shall be carried over and payable in the next accounting quarter. Royalties shall be figured based upon payment received for book sales within the applicable accounting quarter and will be calculated as a percentage of net profit per book(s) sold, as specified in publishing package purchased. Net profit will refer to the list price minus the wholesale discount, and minus the cost of printing the book as set forth in the Book Pricing Schedule. Shipping charges shall not be considered in calculating the royalty. Author will not receive royalties on their own books purchased by him or herself, or those published by Publisher for the purpose of advertisement or marketing statement of sales shall only be rendered in any quarter once the threshold of \$25.00 royalty earned has been reached.

Author shall have the right to set the list price and wholesale discount within the guidelines established by Publisher, unless otherwise agreed upon. Author may not set the list price and wholesale discount at such a level to cause the Publisher a deficit per book sold. In the event that any Claims are asserted against Author or Publisher, Publisher shall have the right to withhold royalties and other payments otherwise payable under this Agreement (or any other agreement between Author and Publisher) as a reserve pending a final determination thereof. Publisher shall have the right to apply any of such withheld royalties and other payments then or thereafter accruing to the reduction, satisfaction or settlement of Claim.

Author will hold the Publisher harmless if for any reason the Work is withdrawn from the market by Publisher, or their assigns, or if for any reason Publisher does not maintain the website or outside distribution network. Publisher shall have

the right to withdraw its offer of agreement at any time and in such case, Author's fees will be refunded if no services ordered have yet commenced in any part. Author may terminate this agreement at any time with 30 days written notice provided all outstanding fees for services ordered have been paid in full. Written notice shall be construed as that which has been received on paper at Pink Kiss Publishing Company, P.O. Box 744 Gautier, MS 39553, sent return receipt requested at the Author's expense. If Author withdraws the work at any point, Author acknowledges that no fee for any services or options ordered shall be refunded as it constitutes breach of Publishing Contract.

This Agreement and the rights and obligations of the parties under this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Mississippi, regardless of any choice of law or conflict of law provision or rule of any other jurisdiction. The rights and obligations of the parties under this Agreement shall be heard only in a state court in Jackson County, Mississippi or in a federal district court in the Southern District of Mississippi. The parties hereby irrevocably consent to the jurisdiction of the state of Mississippi and to venue in either a state court in Jackson County, Mississippi or in a federal district court in the Southern District of Mississippi.

This Agreement shall be binding on the heirs, executors, administrators, successors or assigns of the Author. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all prior and contemporaneous agreements, communications and understandings between parties with respect to the subject matter of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

Signature of Author/Legal Representative

Date