

## **BOOK BALE LICENSE DISTRIBUTION AND PORTAL SERVICES AGREEMENT**

This Agreement is entered into upon submission of the partner's application to participate in Book Bale.

### **Parties:**

1. The party (self-published author, publisher, or other entity) submitting this application (the "Publisher").
2. Book Bale, a corporation established under Delaware law, with its head office in Maryland.

### **Definitions:**

1. Agreement: This License Distribution and Portal Services Agreement.
2. Business Day: Any day banks are open in the USA, excluding weekends and public holidays.
3. Effective Date: Date of application submission.
4. Intellectual Property Rights: All forms of intellectual property, whether registered or not.
5. Publish: Distribution of works as defined by Section 101 of the Copyright Act, 17 U.S.C., which states 'the distribution of copies or phonorecords of a work to the public by sale or other transfer of ownership, or by rental, lease, or lending.'
6. Portal: Book Bale's digital portal at [www.bookbale.club](http://www.bookbale.club), or other distribution mechanism run by Book Bale.
7. Publisher's Works: Literary works owned or licensed by the Publisher, with rights to sublicense and distribute.
8. Subscribers: Customers accessing the Portal under a subscription model.

### **License Distribution and Portal Services:**

1. Book Bale will publish the Publisher's Works on the Portal, allowing Subscribers to view, read, and download them.
2. The Publisher grants Book Bale a non-exclusive license to publish, sublicense, and distribute the Publisher's Works.
3. Book Bale may amend Agreement terms with 60 days' notice. The Publisher can terminate the Agreement if they disagree with the changes.

**eBook Pricing Rules:**

1. The Publisher chooses the price of the eBook.
2. The price of the eBook may only be designated in whole dollars without the use of cents.
3. The minimum price of any eBook provided to Book Bale by the Publisher shall be \$3.
4. The price of the eBook may not exceed the regular price of the eBook on Amazon by more than 25 cents.

**Earnings and Fee Calculation:**

1. Subscribers pay a monthly fee for Portal access. Book Bale retains 40% for administrative costs and distributes 60% among publishers.
2. The 60% of subscription fees will constitute the entirety of distributable income to the entire pool of publishers.
3. Payments to Publishers are made every six months, itemized by title.
4. Book Bale can deduct taxes and processing charges from payments.
5. No fees are payable if the Publisher breaches the Agreement.
6. Each Publisher will be distributed a portion of the 60% distributable income based on the formula detailed in appendix 'A'.

**Representations, Warranties, and Covenants:**

1. The Publisher warrants that the Works:
  - Do not damage the Portal or infringe on intellectual property rights.
  - Are licensed properly for distribution.
2. Both Parties represent they have the authority to enter into this Agreement and comply with its terms.

**Intellectual Property Rights:**

1. The Publisher retains ownership of their Intellectual Property Rights.
2. Book Bale owns the Intellectual Property Rights for the Portal.

**Confidentiality:**

1. Both Parties must keep confidential information private unless required by law.
2. Confidential information must be returned or destroyed upon request.

3. Confidentiality obligations continue post-termination.

**Indemnity:**

The Publisher indemnifies Book Bale against any claims of intellectual property infringement.

**Dispute Resolution and Governing Law:**

1. Disputes will be resolved through arbitration in the city of Rockville, Maryland, under American Arbitration Rules.

2. Maryland law governs this Agreement.

**Term and Termination:**

1. The Agreement is effective from the submission date and continues until terminated.

2. Either Party can terminate with 60 days' notice or for cause.

3. Upon termination, all confidential information and materials must be returned.

4. Obligations accrued before termination remain enforceable.

**Amendments:**

No amendments are binding unless in writing and signed by both Parties.

**Notices:**

Notices must be in writing and sent to the Authorized Persons.

**Entire Agreement:**

This Agreement and its schedules and appendices constitute the entire agreement between the Parties.

**Severability:**

Invalid provisions do not affect the validity of the remaining Agreement.

**No Assignment:**

The Publisher cannot assign rights without Book Bale's written approval.

**No Waiver:**

No waiver of rights is effective unless in writing.

**Illegality:**

Illegal provisions do not affect the validity of the remaining Agreement.

**Counterparts:**

The Agreement may be executed in counterparts, together constituting one document.

**Acceptance:**

Submission of the application signifies the Publisher's agreement to these terms. Book Bale's acceptance finalizes the Agreement.

07-2024