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Introduction and Parties

Introduction

This Book Publishing Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States, and Acme, Inc, with offices at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Parties

Publisher

DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210, is referred to as the "Publisher."

Author

Acme, Inc, a business organized under the laws of United States, with offices at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, is referred to as the "Author." In this agreement, ACME-1 might be used as a short name for Acme, Inc.

This Agreement sets forth the terms and conditions under which the Publisher will publish a book written by the Author.

Grant of Rights

ACME-1 grants to Docupal Demo, LLC the exclusive right to publish, market, and distribute the Work in the following formats, territories, and languages.



Scope of Rights

This grant includes the exclusive right to produce and sell the Work in print, ebook, and audiobook formats. ACME-1 also grants Docupal Demo, LLC the right to license subsidiary rights. These rights include, but are not limited to, translation rights, adaptation rights (film, television, stage), and merchandising rights.

Territorial Rights

The territory covered by this grant is worldwide. Docupal Demo, LLC has the exclusive right to sell and distribute the Work in all countries and territories.

Language Rights

This grant includes the exclusive right to publish the Work in the English language. Docupal Demo, LLC also has the option to translate, or arrange for translation, and publish the Work in other languages. This is subject to a separate agreement with ACME-1 regarding the sharing of translation rights revenue.

Term

The rights granted to Docupal Demo, LLC under this agreement will begin on the effective date of this agreement and continue for the full term of copyright, including any renewals or extensions.

Manuscript Delivery and Acceptance

ACME-1 will deliver the complete Manuscript to DocuPal Demo, LLC by the agreed-upon date. The Manuscript must conform to the specifications outlined in **Exhibit A** of this Agreement, which covers formatting, content, and any required supplementary materials.

Manuscript Acceptance

DocuPal Demo, LLC will review the submitted Manuscript within [Number] business days of receipt. Acceptance will be based on DocuPal Demo, LLC's assessment of the Manuscript's quality, marketability, and suitability for DocuPal



Demo, LLC's publishing program. DocuPal Demo, LLC will notify ACME-1 in writing of its decision to accept or reject the Manuscript.

Revision Rights

If DocuPal Demo, LLC deems revisions necessary, it will provide ACME-1 with specific feedback and suggestions. ACME-1 will then have [Number] days to complete the revisions to DocuPal Demo, LLC's satisfaction. If ACME-1 fails to make the required revisions within the specified timeframe, DocuPal Demo, LLC may, at its discretion, terminate this Agreement. Alternatively, DocuPal Demo, LLC may undertake the revisions itself, with costs to be deducted from ACME-1's royalties, subject to prior written agreement from ACME-1 regarding the scope and cost of such revisions.

Royalty and Payment Terms

Docupal Demo, LLC will pay ACME-1 royalties based on Net Receipts from sales of the Work. "Net Receipts" means gross revenues less returns, discounts, and standard trade allowances.

Royalty Rates

The royalty rates are as follows:

- **Hardcover:** 10% of Net Receipts
- **Paperback:** 7.5% of Net Receipts
- **E-book:** 25% of Net Receipts
- **Audiobook:** 15% of Net Receipts

These rates apply to all sales channels. If subsidiary rights are sold (e.g., foreign rights), ACME-1 will receive 50% of Net Receipts after deduction of any related expenses.

Advance Payment

Docupal Demo, LLC will pay ACME-1 an advance of \$5,000. This advance is recoupable against earned royalties. No royalties will be paid until the full advance has been recouped.



Payment Schedule

Royalty statements will be provided quarterly, within 45 days after the end of each calendar quarter. Payments will be made simultaneously with the delivery of the royalty statement. Payments will be made in USD. If earned royalties are less than \$100 in a given quarter, the payment will be held over until the next quarter in which the \$100 threshold is met.

Calculation Example

For example, if in one quarter, there are:

- \$10,000 in Net Receipts from hardcover sales, the royalty is \$1,000.
- \$5,000 in Net Receipts from paperback sales, the royalty is \$375.
- \$2,000 in Net Receipts from e-book sales, the royalty is \$500.
- \$1,000 in Net Receipts from audiobook sales, the royalty is \$150.

The total royalty earned would be \$2,025. This amount will be reduced by any unrecouped advance balance.

Royalty Distribution Chart

Copyright and Intellectual Property

ACME-1 warrants that they are the sole owner of the Work and hold all rights to the copyright. ACME-1 confirms that the Work does not infringe upon any existing copyright or other intellectual property rights.

Copyright Ownership

ACME-1 will retain the copyright to the Work. DocuPal Demo, LLC will have the rights to publish, market, and distribute the Work as specified in this Agreement.

Intellectual Property Usage

DocuPal Demo, LLC is authorized to use ACME-1's name and likeness for promotional purposes related to the Work. ACME-1 gives DocuPal Demo, LLC permission to use excerpts from the Work for marketing materials. All intellectual property rights not expressly granted to DocuPal Demo, LLC remain with ACME-1.



Publication and Distribution

Docupal Demo, LLC will publish the Work in both physical and electronic formats. Publication will occur within twelve (12) months of ACME-1 delivering the final, approved manuscript. This date may be extended by mutual written agreement.

Formats

The Work will be available in the following formats:

- Hardcover
- Paperback
- eBook (Kindle, ePub)
- Audiobook (optional, subject to separate agreement)

Distribution Channels

Docupal Demo, LLC will use commercially reasonable efforts to distribute the Work through various channels, including:

- Online retailers (Amazon, Barnes & Noble, Apple Books)
- Physical bookstores (national chains and independent stores)
- Wholesalers
- Direct sales through Docupal Demo, LLC's website

Docupal Demo, LLC has the sole discretion in determining the pricing for all formats of the Work. ACME-1 will be consulted regarding significant pricing decisions. Docupal Demo, LLC will manage all aspects of the Work's distribution.

Marketing and Promotion

Docupal Demo, LLC will use commercially reasonable efforts to market and promote the Work. ACME-1 will cooperate with Docupal Demo, LLC in these efforts.

Publisher Responsibilities

Docupal Demo, LLC will be responsible for the following marketing activities:



- Creating marketing materials, including but not limited to catalogs, flyers, and advertisements.
- Submitting the Work for review to appropriate media outlets.
- Presenting the Work to booksellers and other potential distributors.
- Exploring opportunities for subsidiary rights sales.
- Managing social media campaigns related to the Work.

Author Responsibilities

ACME-1 will be responsible for the following marketing activities:

- Being available for interviews and promotional appearances.
- Providing content for social media and other marketing materials.
- Notifying Docupal Demo, LLC of any relevant contacts or opportunities.
- Actively promoting the Work through their own networks.

Docupal Demo, LLC will consult with ACME-1 on all major marketing decisions. Both parties will work together to maximize the Work's exposure and sales.

Warranties and Indemnification

Warranties

Docupal Demo, LLC warrants that it has the full right, power, and authority to enter into this Agreement. Docupal Demo, LLC also warrants that it will perform its obligations with reasonable care and skill.

ACME-1 warrants that it owns all rights to the content of the book. ACME-1 warrants that the book does not infringe upon any copyright, trademark, or other intellectual property right of any third party. ACME-1 also warrants that the book contains no libelous, obscene, or otherwise unlawful material.

Indemnification

ACME-1 agrees to indemnify and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees)



arising out of any breach of ACME-1's warranties. This includes claims related to copyright infringement, defamation, or other legal violations related to the book's content.

Docupal Demo, LLC agrees to indemnify and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of Docupal Demo, LLC's warranties or its negligent performance of its obligations under this Agreement.

Term, Termination and Reversion of Rights

Term

This Agreement will start on August 9, 2025, and will last for five (5) years from the Publication Date, unless it's terminated earlier as described in this section. The "Publication Date" means the date when the Book is first made available for sale to the public.

Termination

DocuPal Demo, LLC can terminate this Agreement if ACME-1 doesn't meet its obligations, like providing the final manuscript or other required materials, within the agreed-upon timeframe. ACME-1 can terminate if DocuPal Demo, LLC fails to publish the Book within a reasonable time after receiving the final manuscript. Either party can terminate if the other breaches this Agreement and doesn't fix the breach within sixty (60) days of receiving written notice.

Reversion of Rights

If this Agreement is terminated, all rights granted by ACME-1 to DocuPal Demo, LLC will revert to ACME-1. DocuPal Demo, LLC will stop selling the Book as soon as possible after termination, but can fulfill existing orders. ACME-1 will have the right to republish the Book elsewhere after termination.



Confidentiality and Non-Disclosure

Confidential Information Defined

For this Agreement, "Confidential Information" means any non-public information disclosed by either DocuPal Demo, LLC or ACME-1 (the "Disclosing Party") to the other (the "Receiving Party"), regardless of the format. This includes, but is not limited to, information relating to the Book, its content, marketing plans, financial information, business strategies, and technical data. Information already publicly known, already possessed by the Receiving Party, or independently developed is excluded.

Obligations of Confidentiality

The Receiving Party must protect the Disclosing Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The Receiving Party shall only use the Confidential Information for the purposes of this Agreement. It must not disclose Confidential Information to any third party without the Disclosing Party's prior written consent. This confidentiality obligation survives the termination of this Book Publishing Agreement.

Dispute Resolution and Governing Law

Dispute Resolution

Any dispute arising from this Agreement will first be addressed through good faith negotiation between the parties. Acme, Inc and Docupal Demo, LLC will attempt to resolve the dispute within thirty (30) days of written notification of the issue.

Arbitration

If negotiation fails, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, California. The decision of the arbitrator will be final and binding on both parties. Each party will bear its own costs associated with the arbitration, but the parties will share equally the fees and expenses of the arbitrator.



Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the federal and state courts located in California for any legal action or proceeding arising out of or relating to this Agreement.

Miscellaneous Provisions

Assignment

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that Docupal Demo, LLC may assign this Agreement to a successor in interest in the event of a merger, acquisition, or sale of substantially all of its assets.

Amendments

No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, or by a recognized overnight delivery service, to the addresses set forth in the introductory paragraph of this Agreement.

Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time.

