

PUBLISHING AGREEMENT

THIS AGREEMENT is entered into as of this ___day of the month of _____, 20___ between ibukku LLC having offices at 3723 Haven Avenue, Suite 109, Menlo Park, CA 94025 (hereinafter the "Publisher") and _____ having address at _____ (hereinafter the "Author"). WHEREAS, the Author has developed a written work entitled: " _____ " (hereinafter, the "Work") and;

1. WHEREAS, the Publisher distributes and publishes literary works, and hereby agrees to provide the following services for the publication of such Work:

a. Publishing Director: A Publishing Director will oversee all aspects of the publishing process, including directing the Work through the editorial correction process (if the author requested this service), page format design, cover design, advertising campaigns, and copyright registration (if the author so requests). The Author will have full access to the entire process through an online portal for authors and for production teams called: "Teamwork".

b. Complete proofreading prior to publishing (if the author requests Grammar and Style Proofreading Service): The Publisher will assign a proofreader to review and edit the Work. The proofreader will review the Work to make sure that it fits the correct use of syntax, lexicon, grammatical structures and coherence; giving suggestions to the author so that he himself decides whether or not to make the suggested changes. The proofreader will amend any spelling error, basing all his/her proofreading work on the standards of the RAE (Real Academia Española).

c. Page Design (Format): the Publisher will assign a professional page-designer with the task of ensuring coherence between headings and chapters, and to deploy elements of typographic style, such as font size, font types, margins, paragraph arrangement and sentence formatting.

d. Cover design (in case of purchasing the Author Package or arranging for the service separately): the Publisher will design a high-end cover according to the creative contribution of the Author. The selection of the final cover design will be at the sole discretion of the Author.

e. Conversion to different digital formats: the Publisher will convert the Work to the different relevant digital formats so that it can be marketed on main sales platforms such as Apple iTunes, Amazon, Barnes & Noble, Kobo, Casa del Libro de España, and Google Play among others; which will make the Work available in several online bookstores such as El Corte Inglés, Librerías Gandhi, fnac, Agapea, etc.

f. Implementation of DRM technology: in addition to converting the Work to the corresponding formats intended for e-book sales platforms, the Publisher will use DRM (digital rights management) technology to prevent unauthorized sharing of the Work.

g. Printed copies of the Work (in the Printed and Author packages): twenty (20) soft cover copies of the Work, printed professionally and with a cover and back cover in full color, will be produced free of charge and sent to the Author's address above (or where indicated by the Author) if the work does not exceed 250 pages, does not contain color images inside, or the publication is on hard cover. In this case, an agreement will be reached with the Author on the number of units he will receive. Only the cost of shipping will be paid by the author. If the author resides in the United States of America, he will also receive, free of charge, a 11" X 17" poster with the front image of the cover of his work.

h. Author Discount Program: The Author may purchase from the Publisher through wholesale, an unlimited quantity of his or her Work in soft cover (or hard cover if it is the case of the original version), for the private sale of the Author, at a special price corresponding to the production price.

i. ISBN: the Publisher will obtain, on behalf of the Author, an ISBN (International Standard Book Number) and the corresponding barcode for the printed version of the Work, as well as an ISBN for the digital version. In the ISBN the Author will appear as the original owner and author of the Work, and ibukku LLC will appear as the authorized Publisher.

j. Distribution of the digital version: The Publisher will present the Author's Work to the most important digital distribution platforms, for example: Amazon, Apple iTunes, Barnes & Noble, Kobo, Casa del Libro, Librerías Gandhi and Google Play. Once a digital content distribution platform accepts the offer, the Publisher will upload the Author's Work to the platform in order to offer it for immediate sale. The Author understands that the Publisher does not control the acceptance of the Work by the distribution platforms. The Publisher will also upload the digital version to its website where it will be offered for sale.

k. Distribution of the printed version: The Publisher will submit to its Ingram Content Group account the printed copies of the Author's Work that are sold wholesale in order to make the printed copies of the Work available in sales outlets throughout the nation and all the countries covered by said distributor; as well as on Amazon's printed content distribution platform. All costs and expenses incurred as a result of returned copies of the Work will be borne solely by the Publisher.

1. Author's website: the Publisher will make available to the Author a personalized website that will be on the ibukku Community site. On the page, the author will be able to promote his book, upload photographs, videos, blog and share on their social networks.

2. The Publisher will receive a commission of USD 0.20 (twenty cents on the dollar) for each Work sold (except if it is returned), in all sales, for administrative charges (checks, postage stamps, accounting and administrative work time necessary to pay their royalties). The Publisher shall not receive commissions for copies of the Work that the Publisher or the Author distributes free of charge for advertising, charitable or marketing purposes, nor for copies of the Work that the Author purchases under the author discount program.

3. Payment of royalties: once the Work is published, the Publisher will send the entry data to the Ibukku Report Site, which will show all sales made with each distribution medium and all corresponding net profits, according to the most recent terms and conditions of each distribution medium. This site will be updated on the first days of each month. The Publisher shall remit directly to the Author the payment of all amounts due to him once the distributors have transferred such royalties to the Publisher, within a maximum period of 60 days. Payment to the Author shall be made by PayPal or check from the Publisher. If the Author resides in another country, payment will be made by bank transfer. If the monthly payment owed to the Author does not exceed USD 30, payment will be made in the following month as long as the accumulated amount exceeds USD 30.

4. As payment for the services provided by the Publisher listed in writing above, the Author agrees to cancel payment for the package selected on the Publisher's website to ibukku, LLC. by the means offered on that website or by other means, subject to the agreement of both parties. The amount paid for the package chosen is specified below.

5. The Author shall establish the sale price of the Work based on the minimum sale price stipulated by the distributor, but the Publisher may provide advice if the Author so requests.

6. The Publisher and the Author agree that both the Author's original Work and related materials produced by the Publisher, including but not limited to page design, cover design, electronic files, advertising material and the like, are the exclusive property and shall always remain the exclusive property of the Author. The Publisher shall transfer them free of charge to the Author at any time upon the request of the Author.

7. Promotional material for the Author (optional): the Publisher will print bookmarks, promotional sheets and a poster which will be delivered to the Author; all this material will have the image of the book

cover and information on how to acquire it. If you wish to receive this package after the Work has been published, initial the corresponding lines below:

_____ I wish to purchase a package of promotional material for the author; for this purpose, the Publisher will prepare and send 500 bookmarks, 1000 promotional pages and a 24 x 36 inch poster. If you check this option, you will be sent a link to the ibukku website in order to make the corresponding payment of USD 395.

8. Term of Agreement: This Agreement shall remain in effect for two (2) years, after which time the Author may, upon execution of a Renewal Agreement at least sixty (60) days before the end of the second year of this Agreement, elect to renew this contract for an additional term of two (2) years (at no cost to the Author). During the term of this Agreement, the Publisher shall have the right to publish and disseminate the Author's Work worldwide for the purpose of selling it, both in digital and printed form. Upon expiration of this Agreement, the Publisher shall immediately waive all rights to publish the Work and the commissions set forth in Section 2 above. The Publisher shall transfer all material produced by the Publisher on behalf of the Author, back to the Author, including, but not limited to, page designs, illustrations, cover designs, electronic files, advertising materials and the like, at no cost to the Author.

9. Royalties for Derivative Works: All derivative work of the Author's original Work (booklets, film/television scripts, etc.) shall be the exclusive property of the Author. The royalties or remuneration resulting from such derivative works during the term of this Agreement shall be the exclusive property of the Author, and the Publisher shall have no right to claim them.

10. The Publisher makes no representations, projections, or warranties as to the number of copies expected to be sold of the Work.

11. The Author hereby declares that s/he is the original and true author and owner of the Work and that s/he has not previously assigned such rights to others. The Author hereby agrees to hold the Publisher harmless from any and all claims of violation or infringement that may be brought against the Publisher in respect of the Author's Work.

12. Any dispute, controversy or claim between the Publisher and the Author arising under this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association (AAA) in effect at the time. Any claim must be brought only in its own name and not as part of a class or representative action. Arbitration proceedings shall be resolved in San Mateo County, State of California, by a single arbitrator appointed by mutual agreement of the parties, and the parties shall pay the professional fees of their respective attorneys in connection with such arbitration. Questions relating to the application, interpretation or performance of such proceedings, including any assertion

that the proceedings, in whole or in part, invalid or unenforceable, shall be governed by the Federal Arbitration Act. The production of evidence with respect to the arbitration shall not be permitted, and all aspects of the arbitration shall be confidential. The arbitration decision shall be final and binding on the parties and may be entered in any competent court.

Package: _____

Price: \$ _____

Author:

Publisher:

Name: _____

President of ibukku LLC: Luis Crowe

Signature: _____

Signature: _____

Date: _____

Date: _____