

PUBLISHING AGREEMENT

THIS AGREEMENT is entered into as of this ____ day 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 referred to as the "Author"). WHEREAS, the Author has prepared a written work titled: " _____ " (hereinafter, the "Work") and;

1. WHEREAS, the Publisher disseminates 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 publication process, including directing the Work through the processes of grammar and spelling correction performed using Word Office automatic processor, or a complete grammar, spelling and style service performed by a professional (if the Author requests this service at an extra cost), page layout design, cover design, publicity campaigns and copyright registration (if requested by the Author). The Author will have full access to the entire process through an online portal for both authors and production team called: "Teamwork".

b. Complete proofreading prior to publication (if the Author requests the Grammar and Style Review and Proofreading Service): the Publisher will assign a proofreader the task of reviewing and editing the Work. The proofreader will review the Work to ensure that it conforms to the correct use of syntax, lexis, grammatical structures and coherence; giving suggestions so that the author can decide whether to make the suggested changes. The proofreader will amend any spelling errors, basing all proofreading work on the rules of the RAE (Royal Spanish Academy).

c. Page Layout (Formatting): The Publisher will assign a professional page designer to ensure consistency between headings and chapters, and to implement typographical style elements, such as font size, typefaces, margins, paragraph layout and sentence formatting.

d. Cover design (if purchasing the Author Package or ordering the service separately): The Publisher will design a first-rate cover based on the Author's creative input. The selection of the final cover design will be at the sole discretion of the Author. The art department may do a maximum of three covers if requested by 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 in the major 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., through the distributor INGRAM.

f. Implementation of DRM technology: in addition to converting the Work to the corresponding formats 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 Print and Author packages): Twenty (20) softcover copies of the Work, printed using professional methods and with a color cover and back cover, will be printed free of charge and sent to the address indicated by the Author if the Work does not exceed 250 pages and does not contain color images inside, or if the publication is in hardcover. In that case, an agreement will be reached between the Publisher and the Author on the number of units to be received. Only the cost of shipping will be paid by the author. If the author resides in the United States of America, he/she will also receive, free of charge, a poster measuring 11" X 17" with the front cover image of the author's work.

h. Author Discount Program: The Author will be able to purchase from the Publisher, by wholesale, an unlimited quantity of his Work in softcover (or hardcover if applicable to its edition) for the Author's private distribution, 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 corresponding barcode for the printed version of the Work as well as an ISBN for the digital version. The ISBNs will list the Author as the owner and original author of the Work, and IBUKKU LLC will list the Authorized Publisher.

j. Distribution of the digital version: the Publisher will submit the Author's Work to the most important digital distribution platforms through the distributor INGRAM, as an example of such platforms we include: Amazon, Apple iTunes, Barnes & Noble, Kobo, Casa del Libro, Librerías Gandhi and Google Play, among others. 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: Publisher will submit in its Ingram Content Group account the printed copies of the Author's Work that are sold at wholesale in order to make printed copies of the Work available at retail outlets nationwide, in all countries covered by such distributor, and on Amazon's print content distribution platform. All costs and expenses incurred due to the return of copies of the Work shall be borne solely by the Publisher.

1. Author's web page: the Publisher will make available to the Author a personalized web page that will be on the website The ibukku Community. On the page, the Author will be able to promote his/her book, upload photographs, videos, write a blog and share it all on his/her social networks.

2. The Publisher will receive a commission of only \$0.20 (twenty cents) for each Work sold (except if returned) on all sales, for administrative charges (checks, postage, accounting and administrative work time necessary to pay your 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, or for copies of the Work that the Author purchases under the author discount program.

3. Payment of Royalties: The Publisher shall, upon publication of the Work, submit entry data to IBUKKU LLC's Reporting Site no later than the middle of the month following the month in which the Work was published, showing all sales made with each distribution medium and all net earnings thereon, according to the most recent terms and conditions of each distribution medium. This site will be updated within the first two weeks of each month. The Publisher shall remit payment of all amounts due to the Author directly to the Author once the distributors have transferred such royalties to the Publisher within 90 days. Payment to the Author will be made via PayPal or Publisher's check. If the Author resides in another country, payment will be made by bank transfer. If the monthly payment due to the Author does not exceed 30 USD, payment will be made in the following month as long as the accumulated amount exceeds 30 USD.

4. As payment for the services by the Publisher set out in writing above, the Author agrees to settle the payment for the package chosen on the Publisher's website to IBUKKU LLC by the means offered on the Publisher's website or by other means, subject to the agreement of both parties. The amount paid for the chosen package is specified below. Both parties agree that, once payment has been made, there will be no refund either in part or in full of the money paid by the Author.

5. The Author shall set the selling price of the Work based on the minimum selling price stipulated by the distributor, but the Publisher may advise the Author if requested by the Author.

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

7. Promotional material for the Author (optional): the Publisher will print bookmarks, promotional sheets and a poster and provide them to the Author; all this material will have the image of the book cover and information on how to purchase it. If you wish to receive this package after the Work is published, please initial the appropriate line below, otherwise write NO: " __I wish to purchase the promotional material for the author; for this purpose, the Publisher will make and send me 500 bookmarks, 1000 promotional sheets and a 24"X36" inch poster". If you check this option, you will be sent a link to the IBUKKU LLC website to make the corresponding payment of USD 495.

8. Term of the Agreement: this Agreement shall be valid for a term of two (2) years, at the end of which the Author may choose to renew this Agreement for another 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 throughout the world the Author's Work for the purpose of selling it, both in digital and printed format. 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 to the Author all material that the Publisher prepares on behalf of the Author, including but not limited to page layouts, illustrations, cover designs, electronic files, publicity materials and the like, at no cost to the Author. Either party may dissolve the contract before the expiration of the two-year period, subject to the agreement of both parties.

9. Royalties for derivative works: any work derived from the Author's original Work (scripts, movie/television scripts, etc.) shall be the exclusive property of the Author. Any royalties or remunerations 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 guarantees as to the number of copies to be sold of the Work.

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

12. Any dispute, controversy or claim arising between the Publisher and the Author relating to this Agreement shall be settled by binding and mandatory arbitration in accordance with the rules of the American Arbitration Association (AAA) then in effect. Any

claim must be brought only on its own behalf 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 mutually agreed upon by the parties, and the parties shall pay their respective attorneys' fees in connection with such arbitration. Questions concerning the application, interpretation or enforcement of such proceedings, including any claim that the proceedings, in whole or in part, are invalid or unenforceable, shall be governed by the Federal Arbitration Act. No discovery in connection with the arbitration shall be permitted, and all aspects of the arbitration shall be confidential. The arbitration will be final and binding on the parties and may be rendered in any court of competent jurisdiction.

Package purchased: _____

Package purchased price: \$ _____

Author:

Publisher:

Name: _____

Legal Representative: Luis Crowe

Signature: _____

Signature: _____

Date: _____

Date: _____