

BOOK CONTRIBUTION AGREEMENT

As a contributing author [hereinafter “Writer”] to the book, *ALL IN*, you agree to the following Terms and Conditions (“Agreement”) by accessing or using this Web Site, registering for services offered on the Web Site, submitting a Contribution to the Work, making the payment on PayPal or Wire Transfer and/or or by accepting, uploading, submitting or downloading any information or content from or to the Web Site. These Terms and Conditions constitute a legal Agreement between you and Publisher, and shall apply to your Contribution, payment, and use of the Web Site and the services even after termination. Publisher and Writer shall be individually referred to throughout this Agreement as the “Party” and collectively as the “Parties.”

Whereas, Publisher is producing a collection of writings relating to entrepreneurship with the goal of inspiring and motivating readers currently entitled “All In” (the “Work”); and

Whereas, Publisher will pay for and cause certain publishing and marketing services to be provided for the Work as defined below; and

Whereas, Writer desires to contribute a chapter to the Work; and

Whereas, this Agreement explains the services Publisher will provide with respect to the Work as well as the rights and obligations of the Parties.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Writer Obligations.

1.1. Writer Contribution. Writer will contribute one chapter to the Work on a topic mutually agreed upon by Publisher and Writer which will consist of a minimum of 2,500 words and not more than 3,000 words (the “Contribution”). The Contribution will be authored solely by the Writer and will not be co-authored. The Contribution will be delivered to the Publisher on or before **March 1, 2022** via email (the “Delivery Date”) together with any illustrations, photographs, drawings, charts or graphs in a form suitable for reproduction as agreed with the Publisher. Should Writer fail to deliver the Contribution by the Delivery Date or by such other date as may have been agreed in writing by the Parties, Publishers may, at its sole discretion, decline to publish the Contribution in the Work in which case the sum specified in Section 3 below shall not be refundable. Notwithstanding the foregoing, Publisher may include the Contribution in a publication which will be published after the Work if the Writer fails to meet the obligations set forth herein. The Work is intended to showcase Writer and Writer’s business in order to generate and elevate Writer’s reputation and credibility. Publisher will not be responsible or required to pay any royalty to Writer and Writer expressly waives any right to seek royalty payments or credits in anyway related to the Contribution. Publisher reserves the right in its sole discretion to reject any submission that does not meet Publisher’s criteria. Writer agrees to make any Publisher required changes to the Contribution. Writer waives any right to inspect and/or approve the Work, including but not limited to, ideas, copy, text, video, audio or other matter which may be used in connection therewith, or to the eventual use that the ideas may be applied.

1.2. Promotion. Writer will use their best efforts to promote the Work through means such as email distribution, social media outreach and all other means commercially acceptable and available.

1.3. Availability. Writer will make themselves available from time to time to Publisher for coordination purposes in an effort to provide updates and answer questions.

1.4 Quickstart Kit. Writer agrees to follow the guidelines provided to me in the “**Quick-Start Kit**” which will be given to Author by the Publisher after payment is made.

2. Publisher Obligations

2.1. Production/Release. Producer will produce a commercially viable finished product for the Work which will adhere to traditional standards and practices within the publishing industry. While Publisher will set the release date at its sole discretion, its goal is to release the Work in March/April of 2022, unless additional time is needed to collect chapters from other contributors. Publisher reserves the right to change the release date due to outside variables which could possibly extend to later in 2022.

2.2. Marketing. Publisher will coordinate and structure a marketing plan for the Work and use best efforts to market the Work through all traditional mediums and means. After the Work is officially released, beginning on a Monday, and running through the following Sunday (the “Launch Push”), Publisher shall perform promotional services on behalf the Work sufficient to guarantee sales of at least 5,000 digital copies of the Work (e-book sales) during the Launch Push and a be listed in the top 100 on Amazon for e-books. Using commercially reasonable efforts, Publisher will also pursue the Wall Street Journal and the USA Today’s e-book best seller lists in any category or number. During the Launch Push, the e-book version of the Work will be priced at .99 cents while the Work is being promote.

2.3. Editing Services. Publisher will provide editing services for the Work (the “Editing Services”). In providing the Editing Services, Publisher may make typographical, spelling, and grammatical changes to the Contribution without Writer’s consent and shall have the right to make any revision to the Contribution which it may deem desirable in the interests of uniformity and style of the Work. If Publisher, at its sole discretion, sends the copyedited manuscript to the Writer, Writer shall make any revisions and corrections and return it within one (1) week of receipt.

2.4. Cover Design. Publisher will design and develop a front cover, spine and back cover of the Work and flaps and case if the Work is a hardcover.

2.5. Layout. Publisher will create a layout of the interior of the Work.

2.6. Printing. Publisher will arrange for the printing services for Work and will manage the pre-press, printing and shipping of copies of the Work from the printer.

2.7. Distribution Services. Publisher will arrange to distribute the Work (either electronically or in physical form) to third-party sellers (“Sellers”) to enable them to sell the Work all of whom may or may not accept the Work and make it available for purchase through their systems. Electronic platforms shall include, but not be limited to, Amazon Kindle Direct Publishing, Ingram Sparks, BN.com and Kobo. Publisher shall arrange to provide warehousing and fulfillment services for the Work and to fulfill Work orders received from Sellers. Publisher will not be responsible for the turn-around times, submissions policies, listing policies, errors, or sales policies of any Seller. Publisher will retain final discretion over the cover price of the Work and retains the right to establish the discounted price to all Sellers, including, but not limited to distributors, marketers, bookstores, online retailers and quantity purchasers. Publisher will not be liable for delays, errors, non-compliance of such third-party Sellers. The Parties agree that Publisher shall have the sole contact with the Sellers and that Publisher may remove any Seller at any time if, in Publisher’s opinion, such Seller may not be able to meet their payment or other obligations to Publisher. Publisher reserves the right to publish the Work on multiple platforms in order to achieve bestseller status including, but not limited to, Amazon Kindle Direct Publishing, Ingram Sparks, BN.com and Kobo.

3. Fees. For the Services rendered pursuant to this Agreement, Writer shall pay to Publisher the following **non-refundable** fees:

-\$7,500 Base Package

-\$10,000 VIP package (Writer’s name to appear on the cover of the Work. There are only 12 spots for the cover of the Work).

4. Grant of Rights. In consideration of Publisher publishing and marketing the Contribution to the Work at Publisher's expense, Writer hereby assigns to Publisher all of Writer's right, title and interest in and to the Contribution for the full legal term of the copyright and all renewals, revivals and extensions thereof. Publisher shall have the exclusive right during such period to reproduce, publish, license for publication and or distribute the Work and/or Contribution in whole and in part in all editions, forms and media including but not limited to, in printed, visual, audio, electronic or any other medium, and in turn to authorize others to do the same, in the English language and in any translations without limitation. Writer grants Publisher the right to create market and distribute an audio version of the Work. All right, title, and interest in and to Work and/or the Contribution shall be and remain the sole property of Publisher. Writer shall not acquire any right, title or interest in the Work and/or the Contribution by virtue of this Agreement or otherwise. Writer shall not in any way or at any time dispute or attack the validity or harm or contest the rights of Publisher in or to Work and/or the Contribution. Any unauthorized use of any of the Work and/or the Contribution by the Writer shall be deemed an infringement of the rights of Publisher therein.

5. Name/Likeness. The Publisher shall have the right to use the name, likeness and biographical data of the Writer on any edition of the Work or on any derivative work thereof, and in advertising, publicity or promotion related thereto and may sub-license such rights for the purposes of fulfilling its obligations hereunder. The Writer shall provide in a timely manner any information reasonably requested by the Publisher for use in promoting and advertising the Work.

6. Confidentiality. All price lists, written and unwritten marketing plans, techniques, information and specifications and sales and transaction data, and any other information relating to Publisher's business shall constitute confidential information of Publisher ("Confidential Information"). Writer shall hold and shall require its agents, employees and representatives to hold all Confidential Information of Publisher in the strictest confidence. Without the prior written consent of Publisher, Writer will not (and will not permit their agents, employees and representatives to) use, disclose, divulge or otherwise disseminate any Confidential Information of Publisher to any person or entity, except that Writer may disclose Confidential Information to its attorney and such other person as may be required in order to perform or to enforce the provisions of this Agreement.

7. Representations and Warranties. The Writer represents and warrants to Publisher that: (a) the Contribution is original and does not include any material for which third party permissions will need to be obtained; (b) Writer is the sole author and owner of the copyright to the Work; (c) Writer has not engaged in plagiarism with respect to the Work; (d) the Work has not previously been published and is not in the public domain; (e) Writer has the right to enter into this Agreement and can convey the rights granted to the Publisher; (f) the Work contains no libelous or unlawful material or instructions that may cause harm or injury; (g) the Work does not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others; (h) the Work is accurate, and statements in the Work asserted as fact are true or based upon generally accepted professional research practices; (i) the Work is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state, or local law, statute, or code and (j) Writer is at least 18 years old, and has the legal capacity to enter into this Agreement.

8. Indemnification. Writer hereby agrees to defend, save, indemnify and hold harmless Publisher, any of its subsidiaries or its affiliates, their respective officers, directors, shareholders, employees, attorneys and agents, (all collectively the "Indemnified Parties") from and against all loss, damage, expenses, claims, demands, assessments and actions or causes of action, including but not limited to reasonable attorneys' fees, disbursements and court costs, interest, penalties and any other sum or fines asserted against, imposed upon or incurred by the Indemnified Parties arising out of or in connection with (i) any claim of rights to the Work asserted by any non-Party to this Agreement; (ii) any alleged or actual infringement and/or misappropriation by Writer of any copyright, patent, trademark, trade secret or other proprietary or intellectual property right; (iii) any third party claim involving libel or defamation (of any kind); and/or (iv) a breach of any warranty, representation or breach of a covenant or obligation made Writer in this Agreement.

9. Miscellaneous.

9.1. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between them with respect to the subject matter hereof. Each Party has executed this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth herein. Each Party acknowledges that (i) it has carefully read this Agreement, (ii) it has had the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof, (iii) it has conducted such investigation, review and analysis as it has deemed necessary to understand the provisions of this Agreement and the transactions contemplated hereby.

9.2. Time is of the Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement unless otherwise provided herein.

9.3. Amendment. No amendment of this Agreement shall be effective unless embodied in a written instrument executed by all of the Parties.

9.4. Disclaimer. Publisher does not, and cannot, guarantee to Writer sales of the Work in any amount or at any time. Unless specifically stated to the contrary in this Agreement, Publisher does not guarantee any particular success, rate of return or performance of any of the advertising/marketing provided pursuant to this Agreement. Writer shall hold harmless and release and forever discharge the Publisher from all claims, demands and causes of action which Author, or Author's heirs, representatives or any other persons acting on Author's behalf or on behalf of Author's estate have or may have by reason the consent and authorization granted in this Agreement.

WRITER ACKNOWLEDGES AND AGREES THAT ALL RESOURCES AND SERVICES PROVIDED UNDER THIS AGREEMENT BY PUBLISHER ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION, ACCURACY, NON-INTERRUPTION, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE.

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9.5. Governing Law/Dispute Resolution. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without regard to conflict of laws principles. The Parties irrevocably submit to the venue and jurisdiction of Anne Arundel County, Maryland. If any dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association ("AAA") before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement that cannot be resolved through mediation or negotiation shall be conclusively settled by binding arbitration in accordance with the Commercial Rules of the AAA in Anne Arundel County, Maryland and judgment upon the award obtained in such arbitration may be rendered in any court having jurisdiction thereof and such determination shall not be subject to judicial review. The Parties shall endeavor in good faith to select an arbitrator within ten (10) business days of the occurrence of any event giving rise to arbitration hereunder (an "Event"). All expenses inherent to the mediation/arbitration, such as the charges of the mediator/arbitrator, required travel and other expenses of the mediator/arbitrator and any expenses of the AAA or

of any arbitration service used by the Parties, and the cost of any witnesses, proofs or expert advice produced at the direct request of the mediator/arbitrator, shall initially be borne equally by the Parties. The arbitrator shall have the power to award recovery of any or all of the foregoing expenses to the prevailing Party.

9.6. Relationship of the Parties. Neither Party nor any of its officers, employees, agents or representatives is a partner, employee or agent of any other Party for any purpose whatsoever. Rather, each Party is and shall at all times remain an independent contractor. In no event shall this Agreement or be construed as establishing a partnership, employment, joint venture or similar relationship between the Parties.

9.7. Survival. The provisions of Section 4 (Grant of Rights), Sections 6 (Confidentiality), 7 (Representations and Warranties), 8 (Indemnities), 9.4 (Disclaimer) and 9.5 (Governing Law/Dispute Resolution) shall survive the termination of this Agreement.

9.8. Force Majeure. In the event of war, fire, flood, labor troubles, pandemic, strike, riot, act of governmental authority, acts of God, or other similar contingencies beyond the reasonable control of either of the Parties interfering with the performance of the obligations of such Party, the obligations so affected shall be deferred or eliminated to the extent necessitated by such event or contingency without liability, but this Agreement shall otherwise remain unaffected. Notice with full details of any circumstances referenced herein shall be given by the affected Party to the other Party within ten days after its occurrence. The affected Party shall use due diligence, where practicable, to minimize the effects of or end any such event.