



# SERVICES AND DISTRIBUTION AGREEMENT

The terms of this Services and Distribution Agreement (the "Agreement") integrate all supplementary stipulations listed in service orders, receipts, correspondences from us, in addition to our Privacy Policy, Legal Notice, Content Guidelines, submission and approval documents, and terms of use overseeing our websites and the You Center (all collectively referred to as the "Agreement"). This Agreement presides over all services rendered by us during its effective duration, inclusive of any actions tangential to the execution of Services or responsibilities associated with this Agreement or any applicable laws.

## **RIGHTS**

You retain all rights and/or ownership of Your book. Paper Leaf Agency possesses no rights or ownership claims over Your book. You understand that Paper Leaf Agency operates as a service provider, whose offerings span but are not restricted to book sales, digital accessibility, distribution, and printing. Moreover, we recognize that we lack the right to inspect or amend the content of your book unless specified by You. YOU (AND/OR THE INDIVIDUALS YOU ARE SOLELY AUTHORIZED TO REPRESENT UNDER THIS AGREEMENT) WILL CONTINUE AS THE SINGLE AND EXCLUSIVE PROPRIETOR(S) OF ALL RIGHTS, TITLES, AND INTERESTS, INCLUDING COPYRIGHT, IN AND TO YOUR MANUSCRIPT.

NON-EXCLUSIVE CONTRACT

This Contract is not exclusive. You retain the privilege to engage in comparable agreements with other entities while this Contract with Paper Leaf Agency remains operative. We do not possess sole rights to the delivery of services associated with your book. The privileges and services detailed in this Contract do not prevent You from procuring and availing similar services from different entities or from selling, distributing, or marketing Your book autonomously. Regardless, commitments and responsibilities outlined within this Contract, while it is in force, should be fulfilled independently of any other contracts or agreements You may possess.

#### **ROYALTIES**

Royalty payments will be made to You on all sales of your Work, EXCLUDING: (a) sales of second-hand copies of the Work; (b) purchases of the Work made by Yourself; and (c) copies of the Work distributed to any individual or entity free of cost. You will receive one hundred percent (100%) of the profit derived from the Suggested Retail Price, after deductions for promotional discounts, distribution reductions, and sales taxes, for each individual Work sold in audio, print, and electronic book formats through any distribution pathway. This provision is inoperative if your book was not published with Paper Leaf Agency.

#### **SHIPPING & HANDLING**

In the packages provided by Paper Leaf Agency, we cover the cost of free books and printed materials. However, You will be responsible for the shipping and handling fees.

### **TERMINATION OF WORK**

Paper Leaf Agency grants refunds under the following specific conditions upon termination of this Agreement:

- In instances of a contractual breach on our part,
- If the Agreement is terminated subsequent to the manuscript submission but prior to the finalization of the interior design phase,
- If the Agreement is dissolved prior to the initiation of a procured marketing service.

Please note that once the interior design phase reaches completion, the book is published, or the procured marketing service is initiated, no refunds shall be provided, irrespective of the time of Agreement execution. This policy is due to the substantial resource and time investment by Paper Leaf Agency.

| Author's Name |  |
|---------------|--|
| Phone Number  |  |
| Email Address |  |
| Book Title    |  |
| Address       |  |
| Service(s)    |  |
|               |  |

| Amount paid                |  |
|----------------------------|--|
| Full Payment   Installment |  |
| Total Cost                 |  |
| Balance                    |  |

### **REFUNDS & CHARGEBACKS**

The following conditions apply in the event of Agreement termination:

- If the Agreement is terminated post submission of materials but before the design phase begins, a refund of 75% of the paid amount will be issued, subject to a \$75 processing fee.
- A refund of 50% of the paid amount, less a \$75 processing fee, will be issued if the Agreement is terminated after the initiation but before the completion of the design stage.
- Upon completion of the design stage or the publication of the book, no refunds will be made due to the significant time and resources Paper Leaf Agency has invested.
- If a chargeback is initiated following the publication of the book, you concur that Paper Leaf Agency maintains the right to persist in distributing the book and gathering subsequent royalties until the total expenditure incurred by the company on the project has been recovered. A chargeback or refund is not justified due to dissatisfaction, personal judgement, or changes of mind after publication.
- You are obligated to adhere strictly to the submission guidelines and process provided by Paper Leaf Agency. Failure to do so may incur additional costs or delays.
- For Marketing Services, you are eligible for a 50% refund of the paid amount after signing this agreement. However, no refund will be provided if the agreement is terminated post commencement or fulfillment of services.

Your refund eligibility will be forfeited if you fail to provide the necessary materials for publishing your book within three months from the date of the service order. Refunds will not be offered for costs related to pre- and post-publication services, such as copyediting, book sales, and corrections. Additionally, refunds are not available for the publication of second and subsequent editions of your book. A refund will also be denied if we terminate the publication of your work due to a breach of contract on your part.

Refund processing will take place within 30 days from the date of the request, with the refund amount credited directly to your bank account.

## **COMPLETE AGREEMENT**

This document serves as the comprehensive and exclusive agreement between Pen Culture Solutions and you. Both parties acknowledge that the electronic signatures included in this Agreement serve to validate this writing and hold the same legal weight as traditional signatures. This Agreement does not establish any form of agency, partnership, joint venture, employment, or fiduciary relationship between the parties, and neither party has the authority to contract for or bind the other in any capacity. By signing below, you affirm that you have read, comprehended, and agree to abide by the terms set out in this Agreement.

I HAVE READ, I UNDERSTAND, AND I AGREE TO COMPLY WITH THE CONTENT GUIDELINES, AS WELL AS APPLICABLE LAWS AND REGULATIONS. I HAVE ALSO READ, I UNDERSTAND, AND I AGREE TO THE TERMS SET FORTH IN THIS SERVICES AGREEMENT.

