

REVISED BOOK AND BOOK CHAPTER AUTHORSHIP CONTRACT

This tripartite contract is made between Finstock Evarsity LTD Doing Business As (DBA) Finstock Evarsity USA LLC, a reseller and distributor of books, (hereinafter referred to as "**Distributor**"), IPR Journals and Book Publishers, Cari Book Publishers, and AJPO Book Publishers, (hereinafter referred to as "**Publishers**") and **[Author Name]** (hereinafter referred to as "**Authorship Agent**"), whose contact information is as follows:

- **Mobile Number:** [Insert Mobile Number]
- **Email:** [Insert Email]
- **Author/Agency Number:** [FE/AG/xxxxxx/2022]

WHEREAS, the Authorship Agent has contributed to one or more book chapters published by the Publishers, the publishers having asked the support of a distributor in marketing the book, the three parties wish to formalize the terms and conditions for the distribution of royalties arising from such contributions.

1. Subject Matter

This contract outlines the agreement between Distributor, Publishers and the Authorship Agent regarding the management and distribution of royalties for book sales, including online sales and distribution.

2. Royalties

Royalties will be calculated as follows:

- **30% of the net return** from book sales, where net return is defined as total sales revenue minus editing costs, marketing costs, and administrative costs.
- **10% of the total sales** where it is difficult to determine exact total costs.

The royalties paid to the Author will be the higher of these two amounts and will be reflected in the Author's individual book/agency portal.

3. Timing of Royalties Payments

Royalties can be claimed by the Author as soon as any positive amount appears in the agency portal. Finstock will send regular alerts to the Author at the end of every 4 months, provided there are positive balances in the Author's agency portal.

4. Mode of Payments

The Author is encouraged to provide a valid mobile payment number for platforms such as MPESA, MTN Money, AIRTEL Money, Tigo Pesa, or other viable mobile payment methods. The mobile number used for opening the agency account should be the same as the number where royalty payments should be directed.

For payments in foreign currencies (US Dollar, Euro, etc.), PayPal or Payoneer is highly recommended. Alternatively, the Author may request payments through a bank account, net of transfer costs.

5. Registration of Book Author/Agent

The Author/Agent must register online via the Distributor agency sign-up page at <https://finstockevarsity.com/cmispportal/?do=agency> to activate their account.

6. Copyright

The Author retains joint copyright with other contributors in the case of a book chapter, and individual copyright in the case of an entire book written by one author. The Author who has paid book publishing fees has the right to the soft copy and may print and distribute the books independently, provided a formal request has been made to the Publisher and written permission has been granted.

7. Duties and Obligations of the Authorship Agent

The Author/Agent agrees to:

- Support the promotion of the book through social media channels and other appropriate platforms.
- Uphold professionalism and ethics while working with Finstock and Publishers.

8. Duties and Obligations of Distributor

Distributor agrees to:

- Ensure the timely payment of royalties as stipulated in this contract.
- Provide the Author with regular updates on new products, processes, and performance metrics.
- Market the book or book chapter in both traditional and social media, as well as on the Publisher's website, Google Books, Google Play Amazon, and other online book forums.

9. Duties and Obligations of Publishers

The publisher agrees to:

- Provide Authors with timely publication services of books and book chapters
- Ensure the timely dissemination of information on regular updates on new products, processes, and performance metrics to both Author and Distributor
- Support the Distributor and Author in marketing the book or book chapter in both traditional and social media, as well as on the Publisher's website, Amazon, and other online book forums.
- Perform any other duty that advances the interest of all parties to this contract

9. Termination and Exit Clause

Either party may terminate this agreement with a written notice of **30 days**, provided that all outstanding dues are settled before termination.

In case of breach of contract by either party, the contract may be terminated immediately, subject to legal review.

10. Jurisdiction and Legal Interpretation

This agreement is governed by the Corporate Laws of Delaware State, USA and the Companies Act Cap 486 of the Republic of Kenya

11. Dispute Resolution

In case of any dispute arising from the interpretation or execution of this contract, the parties agree to first attempt to resolve the matter through negotiation. If unresolved, the dispute will be referred to arbitration in accordance with either the Delaware State (USA) or Kenyan law.

14. Additional Terms and Conditions

- The Distributor is not liable for any sales or distribution failures beyond their control, including but not limited to technical issues with online sales platforms or delays in processing payments.
- If the Author is dissatisfied with their royalty payments or sales reports, they are encouraged to contact the Distributor through the Publisher within 30 days for clarification or adjustment.

15. Miscellaneous Provisions

- **Force Majeure:** Neither party shall be liable for failure to perform any part of this agreement due to circumstances beyond their control, including natural disasters, strikes, or acts of government.
- **Amendments:** This agreement can only be amended in writing and with mutual consent from both parties.

Signed by:

signature

CPA John Kimani

Director

Finstock Evarsity LTD DBA Finstock Evarsity USA LLC

[Stamp and Seal]
