



Notion Press Publishing Services and Book Distribution Agreement

This Agreement is made between _____ aged _____ of the address

_____ [referred to as “You” or the ‘Author’ and ‘Notion Press Media Private Limited’, a company registered under the Companies Act 2013 of the address No.8, 3rd Cross St, CIT Colony, Mylapore, Chennai, Tamil Nadu 600004 [referred to as “Notion Press”]. This agreement will come into force only on the date that you or someone on behalf of the author makes the first payment towards the Order Form attached with this agreement, [Effective Date].

The author is interested in publishing the book tentatively titled _____ hereafter referred to as "**Work**"

Since You have written a book or your Work that you would like to be published and Notion Press offers top notch self-publishing services; You, would like to engage the services of Notion Press.

In consideration of the mutual promises set forth in this Agreement, the both parties agree as follows:

A. Notion Press Services

Notion Press offers you the following under this Agreement:

Publication Services – There are several packages with corresponding services offered by Notion Press at their website [www.notionpress.com] for editing, design, ISBN and copyright, printing and creation of eBooks and marketing which you can select from based on your requirement. Further, the author may also choose other additional services for which a separate consideration will be charged.

Author's Edition Copies - In addition to the above, we offer Author's Edition Copies which are first edition copies of the book. If the author requires additional copies of his book in the future, he may choose to order the same from the dashboard after the book is published.

Book Distribution – Once you have selected from the Publication Packages and your work has been published either in print or digitally, you have engaged Notion Press for the distribution of your Work. You can choose any of the services at any time during this Agreement as per the Order Form issued by Notion Press. Such order forms issued shall form part of this agreement.

B. Grant of License and Intellectual Property

For you to engage Notion Press for their Publication, Author Edition Copies and Distribution Services you grant Notion Press a limited [*restricted to the rights you are granting*], non-exclusive [*you can grant the license to other publishers*] world-wide license to print, publish, distribute and sell your Work.

All Intellectual Property rights in the Work, which include copyright and all the associated rights under the law of Copyright, remain exclusively with you. Notion Press does not claim or own any of your Intellectual Property rights.

The licenses granted will depend on the services you have engaged Notion Press for based on your selection in the Order Form.

C. Order Form:

The order form which is part of this agreement will determine the type of supply of goods or services that you engage Notion Press for, the payment terms, distribution channel and other relevant details. The terms of this Agreement will apply, based on the choices you make in the Order Form.

D. Payment:

In consideration for Notion Press Services you or someone on behalf of the author will pay Notion Press the *Package Fee* as per the package of services that you have selected. Further, the author shall also make payment for additional services availed. Notion Press will commence work on the Publication Services only upon receipt of the *Package Fee and other additional charges* as per the terms mentioned in the Order Form. The author must ensure that all payments owed to Notion Press are made within the timelines agreed as per the Order Form. Not adhering to the payment terms will be construed as breach of contract and any discount or complimentary services provided will be cancelled.

In consideration for Book Distribution, Notion Press will pay you the *Author Earnings* which is mentioned in detail in **Schedule A**.

Your fees will be based on the services you have engaged Notion Press for as per the Order Form.

E. Authors Rights and Duties

Initial Obligations – You shall provide Notion Press with a completed order form for the purchase of the Publication Services, make sure that the required information and copies of the work in the appropriate format are provided to Notion Press and that the Package Fee and any other additional fee based on services availed is paid in full or in part as per the Order Form.

Information and Confirmation – You shall provide Notion Press with all the required information and select from the options provided to you like author biography sketch, the interior and cover design, format of the work, design gallery, proof of the work, and any other required information no later than a week of the request.

Rights - You retain all rights to the work. While Notion Press may edit [if you have selected editing service in the Publication Service] the content, all rights in the content will remain with You.

ISBN - While you grant us a non-exclusive license on the content, you cannot use the ISBN and format of the work during the term of this Agreement. If you wish to engage other publishers, they would have to provide you with a different format, cover and ISBN.

Discounts: You will be eligible to receive purchase discounts as referenced in **Schedule A**.

F. Notion Press Rights and Duties

License to Publish and Distribute: Notion Press has the right to choose the distribution channels for the work based on the format of distribution selected by you in the Order Form. Notion Press and entities in its distribution channels may determine in their own discretion whether and to what extent to make excerpt of your work available. On occasion, these excerpts may include entire chapters or may even exceed twenty-five (25) pages or more in length.

Versions and Multiple ISBN's: You grant Notion Press the right to introduce additional versions of the work as it needs to be available in multiple formats. Accordingly, you grant Notion Press the right to terminate and reissue individual ISBN's of the work in each different format that you select.

Possession of submitted materials: Notion Press may retain in its possession all the materials submitted by you and Notion Press is not obligated to return or store such materials. You also grant Notion Press the right to compile and use statistical information regarding sales of the work.

Storage and Hosting: You grant Notion Press the right to copy, reproduce, warehouse, host, store, use, transmit and distribute tangible, electronic copies of the work in any current or future methods of technology to fulfill their services under this Agreement.

Publicity: You grant Notion Press the right to publicize information about the work, or you, including a biographical sketch, as well as excerpts from your work at Notion Press' discretion, in connection with the advertisement, promotion and marketing of a) your work and b) Notion Press services.

Publicity Rights: To provide the Distribution Services, you grant Notion Press, the consent and right to use your name, voice, photograph, image, likeness, distinctive appearance, gestures, or mannerisms.

Excerpts: Electronic excerpts of the work shall be viewable on Notion Press's website, or partner or contractor websites that have entered agreements with Notion Press, to facilitate promotion, marketing, distribution, and sales of the work.

Free Copies to Media: You grant Notion press the right to send free review copies to members of media, including, but not limited to, editors, college newspapers, bloggers, professors, television, internet, and radio commentators, and other potential book reviewers in Notion Press's discretion for promotion of the work.

Promotional Services/Opportunities/Items: From time to time, Notion Press may discontinue offering certain promotional Services/Opportunities/Items. Notion Press may substitute a different promotional Service/Opportunity/Item of equal or greater value for you with notification to the author in the event of a discontinuation.

Content Security: Notion Press shall ensure that the content provided by you shall be kept confidential. Neither Notion Press nor any third parties associated with Notion Press shall involve in any act that would compromise the security of the content before, during and after the work is published.

Timeline: Notion Press shall provide you with the finished work in all formats based on the Package no later than forty-five (45) calendar days after Notion Press has received all required materials and required payments from you. **This period does not include days in whole or in part, due to your delayed response to inquiries or requests of Notion Press, nor does it include days that the work is in the possession of Notion Press' editors for purposes of editing.**

Format and Cover Design: Notion Press shall format and publish the work as specified by you. Notion Press shall follow your suggestions for custom designed cover of the work provided you comply with Notion Press' interior and cover design guidelines.

Copyright and Title Registration: Notion Press shall include a copyright notice in accordance with your instructions in each copy of the work.

G. Term and Termination

Term: This Agreement comes into force from the Effective Date and extends until it is terminated by either or both parties.

Termination: Notion Press' Publication Services terminate once each service is approved by you as completed, as per the package selected in the Order Form. For example, upon receiving your email approval for the final cover design file, the service terms for that particular service comes to an end. You can choose additional services based on Notion Press' offers which would begin and terminate based on your choices in the Order Form.

The Distribution Services continue to stay in effect until this Agreement is terminated.

You and Notion Press, can mutually agree and have the right to terminate this Agreement at any stage, in writing

If you find that Notion Press has not complied with any of the duties, or obligations to be provided under this Agreement, or if there is a breach of any the terms, or vice versa [where you have not complied with the terms] either party can inform the other party of the breach of terms. If the issue is not sorted or rectified within 30 days, this Agreement can be terminated.

H. Refunds

Refunds will apply only to the Publication Services provided by Notion Press and depends on the time during which this Agreement is terminated and the stage of work completed:

- (i) You are only eligible for a refund if you have adhered to all the payment terms as mentioned in the Order Form. Not adhering to the agreed payment terms will make you ineligible for any refund, regardless of the publishing stage.
- (ii) If you have not yet submitted your work to Notion Press then you are eligible for a refund of 75% of purchase price as given in the Order Form
- (iii) After submission of manuscript by the author or after 14 days from the date of agreement effective date [Agreement Sign Date], you are not eligible for any refunds, regardless of the publishing stage.

Notion Press shall take best effort to ensure that refunds are processed within thirty [30] days of the termination of this Agreement.

I. Representations and Warranties

Both You and Notion Press undertake that you can enter into this Agreement and that there are no other contractual obligations preventing you from signing this Agreement.

You will be wholly and completely responsible for the content of the *work* and should ensure that the *work* is not illegal, unlawful or it does not contain any objectionable content. *Notion Press* is not liable to any third party or other person or entity, for the work, regardless of whether Notion Press had any knowledge or could have reasonably known of any illegal, unlawful, or objectionable content in the work. You also agree to indemnify [compensate for harm or loss] Notion Press in case of any legal proceedings with third party regarding copyright infringement or action on grounds of illegality as mentioned.

J. Disclaimer of Warranties

SALES NOT GUARANTEED: Notion Press cannot and does not guarantee sales of any of the author's work. Notion Press makes no guarantees or promises as to the minimum success of the services or the amount of book sales which may result from any or all of the services.

GENERAL DISCLAIMER: Except for any Warranties or Representations explicitly mentioned in this Agreement, Notion Press makes no other warranty and explicitly disclaims all other warranties, conditions or representations (express or implied, oral or written) with respect to the services, or any part thereof.

THIRD PARTY FAULT: Notion Press is not responsible for retrieving the work from or for any sales of the work in the possession of an entity other than Notion Press. Notion Press is not liable for delays, errors, or non-performance of services caused by any of Notion Press' vendors or suppliers, like, the failure of a third party to (a) timely remove your work from circulation following Notion Press' or your notice to do so, and (b) the failure of any third party to timely update any changes to the work.

K. Limitation of Liabilities/Remedies

LIMITATION OF LIABILITY: In no event, shall Notion Press or any of its affiliates be liable under this Agreement to you or any other person or entity for any consequential, incidental, indirect, exemplary, special or punitive damages, regardless of whether we could anticipate such damages or advised you about them. In no event, shall Notion Press's or its affiliates' total liability arising out of or related to this agreement, exceed the total amount you paid to Notion Press under this Agreement.

L. Indemnification

You agree to indemnify and hold Notion Press and its distribution partners harmless against any legal claims connected to the breach of the representations and warranties or your breach of this Agreement or regarding any claims of Intellectual Property Ownership.

Notion Press agrees to indemnify you against any claims connected to any matter inserted into the work by Notion Press if you did not provide Notion Press with it.

Notion Press may retain payments due to you until its claims of indemnity have been satisfied or completed.

M. Legal Proceedings

The Courts in Chennai shall have exclusive jurisdiction to decide on matters arising out this Agreement.

If there is any dispute, it should be referred to an Arbitrator appointed by both parties. If you and Notion Press cannot agree on one Arbitrator, both parties shall appoint one arbitrator each who will appoint a third Arbitrator so that a panel of three Arbitrators will adjudicate. All arbitration proceedings shall be conducted in the English language in accordance with the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be Chennai, India.

N. Entire Agreement

This Agreement including the Order Forms, schedules and annexures is all that governs the terms between you and Notion Press. If there are any changes to the terms they have to be made in writing and agreed by both parties.

O. Notices

All notices to Notion Press can be sent by email to editor@notionpress.com and all notices to you can be sent to any of your registered email addresses that have been used to communicate with Notion Press in the past.

P. Assignment

You cannot assign or transfer any of the rights, or duties in this Agreement to anyone else. Notion Press may transfer some of its rights to another related entity to comply with its duties as per this Agreement.

Q. Force Majeure

Both You and Notion Press shall not be liable or responsible to each other or deemed to have defaulted under this Agreement for failure or delay in fulfilling or performing any term of this Agreement if the delay is due to an Act of God or out of the control of the parties.

R. Survival

Even after the termination of this Agreement, all clauses from *I* to *O* shall survive until explicitly terminated by the parties via an Agreement signed by both parties.

SCHEDULE A

1. Author Earnings

You can calculate the production cost, minimum recommended MRP, author subsidized price and the approximate author earnings for your book using the link – <https://notionpress.com/royalty-calculator/guided>

The link also has the most frequently asked questions and answers for the same.

A. Earnings from Print Book Sales

On all sales by Notion Press of paperback or hardcover formats of the full work, Notion Press shall pay you as follows:

One Hundred percent (100%) of the payments that Notion Press actually receives from such sales, all minus the cost to distribute and print the WORK, mark-ups for sales with distribution partners, and any taxes, technology fees, shipping costs, and return costs. Earnings are not due to you for copies provided free of charge or copies sold to you.

B. Earnings from E-Book Sales

On all sales by Notion Press of e-book formats of the full work, Notion Press shall pay you as follows:

One Hundred percent (100%) of the payments that Notion Press actually receives from such sales, all minus the cost to distribution, mark-ups for sales with distribution partners, and any taxes, technology fees and return costs. Earnings are not due to you for copies provided free of charge or copies sold to you.

C. Author Earnings payment timing

Author Earnings shall be determined monthly and paid to you within Forty (40) days after the month in which the amount was earned concludes if the aggregate amount of the Earnings due to you for the work exceeds 500 INR. If the monthly Earnings amount does not exceed 500 INR the existing Earnings amount will be added to the subsequent monthly Earnings amount due (Cumulative Earnings) until the Cumulative Earnings first exceeds 500 INR. Cumulative Earnings that do not exceed 500 INR by the end of a calendar year shall be paid to you within forty (40) days after year end.

If you have a bank account outside India, the minimum Cumulative Earnings will be INR 10,000 after which the Earnings will be transferred to you. Additionally, a wire transfer fee based on the bank will apply and be borne by you.

D. Mode of transfer

Author Earnings shall be paid by electronic fund transfer (NEFT/RTGS) to your designated bank account in India or outside India as the case may be. You need to provide Notion Press with all the relevant bank details to effect the transfer.

E. Tax Withholding and PAN Number

All Author Earnings payouts will be subject to applicable tax requirements. You shall provide Notion Press with all necessary information and documentation requested by PUBLISHER to comply with tax requirements including your PAN number. If the Author is a single person, the “PAN Number” is understood to be your personal PAN. In the event the Author fails to provide Notion Press with the proper documentation and information, or fails to fully comply with the provisions of this Agreement and Terms, Notion Press maintains the right to withhold from amounts owed to you any moneys required to be deducted or withheld in compliance with the tax code or other governing laws. You shall have no right to seek reimbursement from Notion Press for such withholdings and payment by Notion Press to the proper authorities.

2. Submission Guidelines

Submissions are to be sent via electronic mail to the submission team of Notion Press upon request. You must submit in one package:

- (1) A signed and scanned copy of this Agreement via electronic mail.
- (2) A fully completed current title submission form.
- (3) Payment for Publication Services (if not previously received).
- (4) A copy of the work in Microsoft Word format in a single file.
 - (a) If you have created a separate document for each chapter or section of your book, you must collate all your documents in the correct order and provide it as a single file.
 - (b) If your book is a language other than English, you must provide your manuscript with a single Unicode font. Manuscripts with Non-Unicode fonts will not be accepted.
 - (c) All images, tables and equations must be provided within the same document placed in the appropriate place in the document.
 - (d) Tables created using Tabs instead of Table Structure will not be accepted.
 - (e) Flow Charts and Objects must be converted into images before Submission.
 - (f) Equations must be in MathML or Math Type format. Any other format will not be accepted.
- (5) All graphics (if you choose to provide) in an accessible digital file format with minimum 300 DPI resolution.

3. Pricing

You shall set the default and maximum price of the work greater than the MINIMUM RECOMMENDED MRP set by Notion Press for the work taking into account the cost of printing and distributing the work. Notion Press may ask you via electronic mail to modify the price of the paperback, hardcover, and eBook format of work, should costs change or market conditions warrant.

4. AUTHOR Discounts

You shall have the right to purchase copies of the work based on the current information displayed on the author dashboard area of Notion Press' website at the time each order is placed. All Author payments must be made in advance.

5. Production Files

You shall have the right to the text and cover digital production files of the work in PDF file format and the eBook file in ePub format upon the effective date of termination of this Agreement.

ACKNOWLEDGEMENT

I have read and fully understand the Notion Press Book Publishing and Distribution Agreement and the associated order form that details the list of service deliverables and the payment terms for my book publishing project. I will follow the Notion Press submission guidelines and all the terms agreed by me vide this agreement and its associated order form(s).

No Verbal or Written Commitment: I agree that the agreement and order form comprises the entire agreement of terms between Notion Press and me. There are no other Verbal or Written commitments.

Scope of Services: I acknowledge that I have read and understood the scope of all services that I have opted for as part of the order form(s) that are attached to this agreement.

Author Earnings: I have read the all the information listed in the page - <https://notionpress.com/royalty-calculator/guided>. I have understood how the production cost, minimum recommended MRP, author subsidized price and the approximate author earnings are calculated and paid.

Submissions Guidelines: I agree to follow the Notion Press Manuscript Submission Guidelines. I agree that my manuscript will be submitted in Microsoft Word format as a single file containing all images and tables unless explicitly mentioned in the order form.

Adding Content during/after Copy Editing: I understand that the copy-editing service offered at Notion Press (If part of the Order Form) is a last-mile editing process that is performed on a completed manuscript to make it error-free, and making substantial content changes or adding chunks of new content is not allowed once the copy-editing service begins. Any and all content additions need to be made before submitting the manuscript for copy editing.

Adding Content during/after Interior Design: I understand that I cannot add any content, including images, tables and graphics once the book is sent for Interior Design. In case any content addition is required, I understand it may incur additional charges.

Primary Communication Channel: I agree to use email as the primary communication channel during my publishing process and agree to send all important communication via email to the appropriate channels. This includes all content submissions and subsequent instructions, requests, changes, and corrections. I shall not provide any changes via phone calls, WhatsApp, SMS or any other mode of communication.

Scheduled Calls Only: I understand that my Publishing Manager is the single point of contact between me and all other teams at Notion Press who work on my book and in order to facilitate this efficiently I agree to Schedule a Call with my Publishing Manager when I want to discuss anything related to my book.

