



### **Contract for Publication with eigoMANGA**

This Agreement (the "Agreement"), dated \_\_\_\_\_, is made between eigoMANGA and \_\_\_\_\_, (hereinafter the "Creator,") with respect to \_\_\_\_\_, (hereinafter the "Work.")

**Definition of Work.** For the purposes of this Agreement, "Work" shall be defined to include, but not be limited to, past, present and future volumes of the comic book entitled "\_\_\_\_\_" and shall also include all characters, story lines, concepts, artwork, "look and feel," and all other intellectual property rights and their exploitation whatsoever associated with the comic books, whether published or unpublished, in any medium (including print, Internet, mobile wireless devices and any and all other electronic media) and the contents thereof, including, without limitation, any evolutions or spin-offs involving any characters, stories, setting, and devices hereafter appearing in connection with such comic book, no matter where appearing.

**Publishing Rights.** The Creator hereby grants to eigoMANGA exclusive rights to publish and sell the Work in printed publication format and in digital formats (including but not limited to electronic download, disk, CD/CD-ROM, mobile wireless devices and E-Book reader or similar media of presentation, but excluding motion picture/television/video/DVD presentation).

**Agent of Record.** The Creator appoints eigoMANGA as the sole and exclusive **agency** to arrange and negotiate for the publication, sale, license or other disposition in any language or format the Work. The terms and conditions of this Agreement apply to all Material the Creator verbally or in writing authorizes **eigoMANGA** to represent. Separate agreements for future works will not be necessary unless the terms or conditions differ from this Agreement.

**Performance:** If eigoMANGA licenses the Material to a 3<sup>rd</sup> Party Publisher or Producer (the "Affiliate"),, eigoMANGA shall become known as "agent-of-record" for the duration of the Material's income-producing life. eigoMANGA's compensation is irrevocable. eigoMANGA shall not refund its legitimate commission should the Creator-Publisher agreement be terminated for any reason. Percentages are:

Fifteen percent (15%) of all revenue derived from the licensing of motion picture, television, audiocassette, videocassette, multimedia and other electronic **adaptations**.

Twenty percent (20%) of all foreign and other secondary, ancillary and subsidiary income for licensing Agreements placed **by** eigoMANGA.

All revenues from the sale or licensing of the Work shall be paid directly to eigoMANGA. eigoMANGA will pay the Creator all sums due, less commissions, upon receipt and bank clearance, with a full accounting provided.

As Agent of Record on the sale of this Work to the Affiliate, eigoMANGA's status will then extend to any additional contracts between the Creator and that same Affiliate henceforth for any future Works.

**Status:** eigoMANGA agrees to forward to the Creator all correspondence received from others regarding the sale of the Work. Status updates can be obtained by contacting eigoMANGA.

**Execution of Agreements: eigoMANGA** will not enter into Agreements concerning Material without the Author's approval. No such Agreement is valid without the Author's written consent. Author shall have the right to review all proposals and offer suggestions to make them more acceptable.

**Warrants by Creator.** The Creator warrants that he or she is the legal author and sole owner of the Work, or has been assigned the rights delineated above in Paragraph II of this Agreement. The Creator further warrants that the Work is original and contains no matter unlawful in its content, nor does it violate the rights of any third party. The Creator further warrants that the Work is not in the public domain. The Creator further warrants that the rights delineated in Paragraph II are possessed, owned or controlled by him or her without encumbrance, and that the Creator has full power to grant to eigoMANGA any and all rights encompassed by the terms of Paragraph II. If the Work has been previously published or distributed in any form, the Creator warrants that all rights granted herein and in Paragraph II remained with the Creator or have reverted to him or her. The Creator warrants that he or she shall present, upon request by eigoMANGA, some written memorandum documenting the reversion of the rights granted by any other person or entity that at one time held or may have held proprietary rights to the Work, or otherwise affirming that the Creator continues to possess such rights. The Creator agrees to hold eigoMANGA harmless and to indemnify eigoMANGA for all damages and costs arising from any legal determination or judgment that is obtained against eigoMANGA based upon its reasonable exercise of the rights assigned by the Creator to eigoMANGA pursuant to Paragraph II of this Agreement.

**Copyright.** If the Work has already been submitted to or registered with the U.S. Copyright Office, the Creator shall provide a photocopy or facsimile copy of the application or copyright certificate to eigoMANGA. If desired, the Creator will be responsible for registering the copyright with the U.S. Copyright Office, including payment of any fees and the costs of preparing printed and/or electronic documentation of the work as required by the U.S. Copyright office. Upon registration of the Work with the U.S. Copyright Office, eigoMANGA shall retain all rights assigned to it by Paragraph II of this Agreement. The Creator understands that if s/he chooses not to register the copyright with the U.S. Copyright office, s/he may be limited in the damages that could be awarded in court if there is a copyright violation. eigoMANGA will place a copyright notice on all versions of the Work, using the year of first release if no other information is available.

## **Compensation.**

**No Advance.** eigoMANGA will not pay an advance to the Creator.

**Royalties.** In compensation for this grant of rights, eigoMANGA agrees to pay the Creator the following Royalty Commissions:

50% in U.S. dollars, of Net Sales from the sale of all electronic editions of the work.

20% in U.S. dollars, of Net Sales from the sale of all printed editions of the work.

Net sales are defined as the Total Dollar amount that is actually received by eigoMANGA from the wholesale or retail sale of the Work minus the Total Dollar amount of any Returns of the Work. Wholesale amounts vary with each wholesaler/distributor.

If the Work is published in an anthology or compilation publication, royalties are split evenly with all contributing Creators. Consignment placements are not considered sales until eigoMANGA receives payment.

The Creator will receive no royalties on copies of the Work considered complimentary, i.e., those used for charitable, advertising, and review purposes.

For digital books sold through outlets requiring distribution discounts, the Creator and eigoMANGA will divide the net proceeds after discount equally between them. eigoMANGA and the Creator understand that all sales are final.

In the event that additional Works by the same Creator are currently being marketed by eigoMANGA, royalty accounts from all such titles may be combined with that for this Work. Royalty statements will be produced and forwarded to the Creator quarterly, not more than thirty days after the end of the calendar quarter (March 31, June 30, September 30, and December 31). Payments may be made by either physical check or by electronic funds transfer after royalty proceeds reach beyond \$20. If the Creator is unable to accept electronic funds transfer, payment will be by check in United States dollars.

The Creator understands that royalties will be paid in the quarter in which copies of the Work are paid for by consumers, distributors or vendors. If distributors or vendors delay or refuse payment to eigoMANGA, for any reason, eigoMANGA is not obligated to pay the royalty until eigoMANGA has first been paid by the distributor or vendor.

## **Accounting and Auditing.**

**Taxation.** eigoMANGA will only provide a 1099 statement of compensation earnings if compensations are \$600.00 or higher in any calendar year. If sales in any calendar year are under \$600.00, eigoMANGA will not issue a 1099. The Creator may use Creator's Compensation Statements as proof of income. Payment of taxes on royalties is the sole responsibility of the Creator. If the Creator should die before all forms of compensation have been paid, eigoMANGA will pay compensation to the Creator's heirs, assigns or beneficiaries. It is the Creator's responsibility to communicate with eigoMANGA any change in Taxpayer Identification Number or Social Security Number, Postal Mailing Address, telephone number(s), Electronic Mail address or bank routing number if royalties are paid by Electronic Funds Transfer.

If the Creator fails to advise eigoMANGA of any changes in the above that prevent the timely payment of royalties, eigoMANGA is authorized to hold, without penalty, payment of compensation until current information is received. If a check sent by regular post is returned by the post office or express delivery service as undeliverable, or an Electronic Funds transfer is rejected for an invalid number, eigoMANGA shall first attempt to contact The Creator by all existing contact information before unilaterally withholding payment of compensation.

**Auditing Clause.** eigoMANGA will keep accounts of all receipts and financial data regarding the Work, and these accounts will be available for the Creator's inspection should the Creator wish to invoke this audit clause. The Creator may, with sixty (60) day written notice, receive detailed eigoMANGA records that relate directly to the Work in question. Such examination shall be at the Creator's expense, unless errors in excess of 50% of royalties or other sums due the Creator by eigoMANGA shall be found in Creator's favor. In that case, eigoMANGA shall defray all reasonable costs of the examination and pay the Creator any sums due, up to the amount owed the Creator by eigoMANGA, within sixty (60) days. If the Creator discovers an accounting error on the royalty statement, the Creator may bring the error to eigoMANGA's attention. eigoMANGA will make its best effort to correct the error and correct any compensation payment in error.

#### **Publication and Production Copies to the Creator.**

**Complimentary Copies.** On publication and production of the Work, eigoMANGA shall give the Creator the following copies of the Work, for Creator's own use, free of any charge. Royalties shall not be paid on these complimentary copies.

5 free copies of the Trade Paperback printed edition of the WORK.

1 free copy of the electronic edition of the WORK on CD/DVD (or other media data storage device) which the Creator can freely duplicate.

**Creator Purchased Copies.** The Creator is never required to purchase any copies of the Creator's published or produced Work, but may elect to purchase an unlimited number of physical or electronic copies at wholesale price. Wholesale price is determined between eigoMANGA and its printing/manufacturing partner. The Creator will not receive royalties on any copies that the Creator has purchased at the discount rate. The Creator will pay all shipping charges for purchased copies. The Creator may purchase an unlimited number of copies in any format at full retail price, for which regular royalties will be paid. The Creator will pay all shipping charges for purchased copies.

**Reselling Copies.** The Creator may resell copies of the Work that the Creator has purchased from eigoMANGA, or that **have been provided** to the Creator as free Creator copies. If the Creator has purchased copies at discount, the Creator's royalty will be the difference between the purchase price and whatever sale price they receive. The Creator will be responsible for reporting earnings from resale to taxation authorities and eigoMANGA will be held harmless for the Creator's failure to report such earnings.

**Term of contract.** Contract shall be in force from the date it is signed by all parties until 730 days (2 years) from the first actual release date of the Work in any format covered in Paragraph II of this Agreement. **The contract may be altered, renewed and/or extended by mutual consent at any time. If more than one right has been granted in Paragraph II and a distributor of a later released format requires a simultaneous availability period, the contract term may be lengthened by the number of days necessary to have simultaneous availability, upon written notice to the Creator and an addendum to this Section.** eigoMANGA may, at its discretion, remove the Work from publication or distribution for reasons of poor sales, excessive returns or other reason deemed by eigoMANGA to be injurious to eigoMANGA's or the Creator's best interests. eigoMANGA shall give notice to the Creator of removal from distribution and the reasons for the withdrawal. If eigoMANGA removes the Work from sale, this contract shall terminate and all rights granted shall revert to the Creator. Contract may be terminated by eigoMANGA with a 90-day written, certified mail notice or other receipted or traceable delivery service, and all rights granted eigoMANGA will revert to the Creator at the time of the termination. Upon this termination, eigoMANGA will remove listing of the Work from its website and all download-based distributors. The exception to this termination of contract is that eigoMANGA may continue to sell existing stock of physical formats (diskettes, CD's, cassette tapes, print books) but may not create new physical copies upon depletion of its existing stock.

**Use of materials derived from the Work for promotional purposes.** eigoMANGA reserves the non-exclusive right to use materials derived from all or part of the Work, and to utilize characters, concepts, and themes developed in the Work, for the purposes of advertising, publishing and promoting the Work itself, as well as for the purposes of advertising, publishing and promoting eigoMANGA and other eigoMANGA properties.

**eigoMANGA's Name and Trademark.** The Creator will not have rights to, or in, any trademark, service mark, trade name or logos used by eigoMANGA, unless expressly granted or permitted to do so in writing. The Creator may, with eigoMANGA's permission, have limited use of eigoMANGA's marks, symbols or name for use in approved promotional material. The Creator may use the cover art from any eigoMANGA publication in which the Work appears in his or her promotional material for the Work. eigoMANGA's provided and/or copyrighted cover art may not be used by any other publisher of the Work, including but not limited to any production of the Work in formats not listed in Paragraph II, without permission of eigoMANGA. Any remuneration for the use of this cover art will be separately negotiated between eigoMANGA and any publishers who wish to make such use of cover art from an eigoMANGA publication.

**The Creator/eigoMANGA Indemnification.** The Creator shall indemnify, defend and hold harmless eigoMANGA and its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives, and eigoMANGA shall indemnify, defend and hold harmless the Creator from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions ("Claims") based on allegations which, if true, could constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages and expenses including, but not limited to, attorney's fees and court costs. Each party to this Agreement shall give prompt notice to the other party of any Claims.

No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the Creator and eigoMANGA. If a Claim is filed, eigoMANGA shall have the right to suspend payments otherwise due to the Creator under the terms of this Agreement as security for the Creator's obligations under this section.

**Insolvency of eigoMANGA, Sale of eigoMANGA, Reversion of Rights. Insolvency:** If eigoMANGA files for protection under the Bankruptcy Laws, all rights delineated in Paragraph II shall immediately revert to the Creator. If the bankruptcy filing involves reorganization, and eigoMANGA continues to operate during the reorganization, the Creator and eigoMANGA may agree in writing to continue this Agreement under the same or revised terms. If eigoMANGA suspends operations, other than a temporary suspension for technical difficulties such as a loss of Web Server, all rights delineated in Paragraph II shall immediately revert to the Creator. If eigoMANGA's operations are ordered suspended by any governmental or police entity, or by Injunction or Restraining Order, all rights shall immediately revert to the Creator. If the suspension is lifted and operations resume, the Creator and eigoMANGA may agree in writing to continue this Agreement under the same or revised terms. If eigoMANGA sells its assets to another entity who does or plans to market and promote books of the type and genre of the Work, the successor publisher will be bound, at a minimum, to the same terms delineated in this Agreement. If the successor publisher does not or does not plan to market and promote books of the type and genre of the Work, all rights delineated in Paragraph II shall revert to the Creator not more than thirty days after the sale of eigoMANGA. **General Reversion of Rights:** Upon expiration of this Agreement, all rights delineated in Paragraph II immediately revert to the Creator unless an Agreement to renew or extend this Agreement is reached.

**Copyright Infringement.** eigoMANGA is not obligated to initiate legal proceedings should a Claim arise regarding a third party infringing the Creator's or eigoMANGA's rights. If such a Claim arises, the Creator and eigoMANGA may sue either jointly or severally. eigoMANGA shall not be held liable for failing to take action upon a Claim.

**Applicable Law.** eigoMANGA is a sole proprietorship organized under the laws of the State of California. Regardless of the place of its physical execution, the laws of the State of California, United States of America shall govern all interpretations of the terms of this Agreement. Should there be a lawsuit between eigoMANGA and the Creator related to the terms of this Agreement, the proper venue shall be in San Francisco County, State of California. If it becomes necessary for any lawsuit to be filed in the Federal District Court rather than the primary level Trial Courts of San Francisco County, California, the proper venue for that lawsuit would be the closest Federal District Court in whose jurisdiction San Francisco County falls.

**Relation to Electronic Publishing Agreement.** Nothing in this Agreement is intended to conflict in any way with the provisions of any other agreement between the parties. If there is an apparent conflict, it will be negotiated between parties. If no resolution is reached, this Agreement shall be null and void.

The Creator \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

eigoMANGA Business Manager \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

