

## PUBLISHING CONTRACT

between

XXXXXXX, hereinafter referred to as "author"  
and  
Kid Verlag, Samansstr. 4., 53227 Bonn, hereinafter referred to as "Verlag".

Subject of this contract is the work with the title

XXXXXXXXXXXXXXXXXX

All rights and obligations also apply to the legal successors of both contracting parties.

### §1

The author grants the publisher the exclusive right to reproduce and distribute the manuscript he authored through the years in book form for all editions and editions as well as for all languages in unlimited quantities. The manuscript contains [both parts of the] text [and images]. The author declares that he alone is entitled to dispose of the right of use of his complete works and that he has not assigned the work in any other way or for the most part. [Insofar as the author has used images of third parties, he declares that he has been granted by the authors the non-exclusive right of use in the context of his work.]

### §2

The publisher will receive the finished manuscript by XXXXXXXXXXX at the latest. The work will be published in XXXX.

### §3

The author is obliged to get the flag correction without special compensation on schedule.

### §4

The work is published in an edition of XXX copies. A reprint is possible at any time. The publisher determines the store price. The publisher determines, at its discretion, the advertising measures that are appropriate for the work as well as the distribution channels to be taken. In the case of a new edition or a reprint, the publisher determines the amount of the respective edition as well as the respective retail price at its discretion.

### §5

The granting of reprint licenses to paperback publishers, book clubs and the like, translation rights, rights to radio and television broadcasts as well as video recordings, sound editions and multi-media applications is incumbent on both parties, each side being informed by the partner.

The proceeds from such further exploitation of the work are due to the author to 40% and the publisher to 60% after deduction of any costs incurred.

#### Section 6

The author receives for personal use X copies of the work for free. He is entitled to purchase additional copies for the price at which bookstores get the book.

#### Section 7

The author receives a fee for each copy sold and paid for through the book trade on the basis of the publishing price. The fee is 7%.

The fee will be charged semi-annually to 30 June and 31 December.

#### Section 8

The author undertakes to refrain from anything that could affect the distribution of the work by the publisher. As long as this work is available, it undertakes not to offer a work of the same conception and subject to another publisher. In particular, the author will not publish a major excerpt from his work before the end of the contractual relationship without the publisher's consent.

#### Section 9

If, according to the dutiful discretion of the publisher, no appreciable sale of the work can be achieved, and if the sale falls to less than 50 copies within one year, the publisher is entitled to sell or spoil the remaining stock at a discounted price. The publisher will inform the author in due time prior to any of these actions of the intention to give her the opportunity to purchase all or part of the remainder. The same conditions apply to him as in § 6.

#### § 10

The author is to be notified if the publisher's edition is out of print. He is entitled to request the publisher in writing to undertake within a maximum of 3 months after receipt of the request to produce a sufficient number of further copies of the work within a period of one year after expiry of the three-month period. If the publisher does not agree, the author is entitled to rescind this publishing contract. In the case of a recall, the publisher remains entitled to sell remaining copies (for example, remissions) within a period of 12 months. He is obliged to indicate to the author the number of these copies and to offer him the takeover

#### § 11

If required by the work, the author is authorized or required to revise the book for further circulation. Significant changes to the nature and scope of the work require the consent of the publisher. If the author is not ready for processing or does not deliver the revision within a reasonable period of time after being requested by the publisher, the publisher is entitled to commission a third party. Any costs incurred will be deducted from the fee by the author. Significant changes require the approval of the author.

This Agreement or any provision thereof may be amended or terminated only on the basis of written mutual agreements. Oral side agreements are not met. In addition, the German copyright and publishing law applies.

## § 12

The contract period is 3 years. It will be renewed for one year if not terminated by one of the contracting parties. The notice period is 3 months.

If the contract on the part of the author prematurely unilaterally terminated, the publisher reserves the right to demand a contractual penalty in the amount of € XXX. The publisher reserves the right to refrain from any compensation for compelling economic reasons.

Place of fulfillment and jurisdiction for this contract is Bonn.

Bonn, XXXX