



## **PRINTING, PUBLISHING, INVENTORY MANAGEMENT AND DISTRIBUTION AGREEMENT**

**PRODUCE & DISTRIBUTE:** Vervante will produce and distribute Customer's content solely for the purpose of providing such content to Customer and Customer's customers.

**RIGHTS OF OWNERSHIP:** Customer maintains all rights of ownership, including all intellectual property rights. The Author acknowledges and agrees that Vervante acquires no right of ownership to the Work under this Agreement; that Vervante is a provider of limited services only and assumes no responsibility for reviewing or correcting the content of the Work.

Vervante recommends a printed proof before ordering in bulk. If Customers waives this step, Vervante assumes no responsibility for errors.

**PRICE:** The Author determines the retail price. Vervante will provide the Author with a base cost which is based on the product specs such as: page count, page size, cover and binding type, ink color, print method and quantity.

Quotes are valid for 30 days. The quote includes printing and manufacturing costs. This quote does not include fulfillment, postage or shipping. Prices may be changed at any time without further notice. All prices are subject to change without prior notice due to market fluctuation, raw goods prices and/or unforeseen economic circumstances.

**AUTHOR'S ROYALTIES:** Author may determine to sell books through retail or wholesale channels offered by Vervante. Royalties are paid based on the statement page located Author's account.

Royalties earned from sales through other channels will be credited to your account. Customers can request payment of accrued royalties at any time via the statements page of their account.

Requests for payment will only be processed when the balance of accrued royalties reaches a minimum of \$50. Payments are capped at \$2000 per month. Any remaining balance exceeding this limit will carry over to the next month's payment. All royalty payments are processed through PayPal. Please ensure your account details are up to date to avoid any delays in receiving your payments. If no payment request is made, royalties will remain in your account and can be "banked" for future use, such as purchases of Vervante products and services.

**POSTAGE/SHIPPING COST:** Vervante will ship the product according to Customer's request or the least expensive method based on weight and ship to zip/postal code. Vervante offers USPS and UPS shipping options.

**RETAIL DISTRIBUTION:** Vervante offers retail distribution through Amazon Marketplace and Vervante Bookstore. Details about these options are available from the Author's Dashboard on Vervante.com. Customer may select any, all or none of these distribution channels for Customer's products. Costs and royalties for each of these programs is outlined from Author's Dashboard.

**PRINT FILES:** Customer will provide print files as outlined in the Print Specifications and Templates page. If files are not submitted according to specs there may be a graphic design fee charged to modify files for production. There is an upload fee per upload charged at the time of the upload. See Fee Schedule below in this agreement.

**DEFECTIVE OR DAMAGED PRODUCT:** If product is defective Vervante will send replacement at no charge. If the product is damaged by the carrier (UPS or USPS), Vervante does not send a free replacement. A claim can be filed with the carrier if damage is incurred during transit.



**ORDER PROCESSING:** Customer may notify Vervante of orders by emailing order confirmation emails from any shopping cart solution. Orders confirmation emails emailed from specific carts or in the format outlined on the Vervante website will be processed automatically every 10 minutes. Orders not received in specific format outlined will be processed by Vervante Order Processing manually and may take up to 24 hours to appear online. Customer may also log into their online account and enter orders manually. Customer may also provide Vervante with excel or csv files containing distribution lists. Orders submitted in any format must contain Vervante part number. Vervante does not check for duplicate orders on the same list, csv or excel provided, nor does Vervante check for duplicate orders processed and shipped previously. Data supplied to Vervante for order processing will be processed, shipped and charged according to terms of agreement.

Orders received via excel, csv or a format other than the proper text only format, or specific format outlined on our Order Processing page will be charged a manual order processing fee (see Fee Schedule in this agreement).

Orders received with incomplete address information will be canceled. Vervante does not notify Customer if order information is incomplete or missing data.

**SHIPPING METHOD:** Vervante will ship orders the least expensive ship method based on weight and ship to zip/postal code excluding Media Mail in the US. Customer may "force" shipping method by providing order information in the format outlined on Vervante's website. Customer may set default shipping method for each item, include shipping method on order notification emails, csv or excel.

**RETURNS:** Vervante will notify Customer of returns within 48 hours of receipt. Vervante will not credit Customer for returned items. Orders that have been opened and returned are not re-used or returned to inventory. Returns that have not been opened and are not damaged can be returned to inventory and resold. Customers may modify the packing slip document and provide an alternate return address. Returns due to an insufficient or incorrect address can be reshipped and appropriate order and fulfillment fees plus postage will apply.

**ONLINE ACCESS:** Vervante will provide online access to order information, reporting, and other resources via the Author Dashboard.

### **STORED PRODUCTS AND MATERIALS**

While Vervante will treat the customer's materials with the utmost care, Vervante specifically denies liability for damage or loss due to fire, casualty, or negligence while the customer's products and materials are in the care and possession of Vervante. Customer's products and materials stored at Vervante's premises are not insured and are stored strictly at the customer's risk. The customer agrees to carry insurance coverage for its materials while at and in transit to and from Vervante's premises.

Items shipped to Vervante will be received into the customer's online inventory report within 48 hours of receipt. The number of items received will be based on information provided by the customer and/or the packing slip. Vervante does not count items received unless the customer requests a physical count.

Vervante makes every effort to maintain accurate inventory reporting. Despite these efforts, occasional discrepancies may occur due to unforeseen circumstances or human error. Customers are encouraged to review their inventory reports regularly and notify Vervante immediately of any discrepancies. If a customer believes there is a discrepancy in the amount charged for storage fees, they must notify Vervante within 30 days of the charge. Notifications made after this 30-day period will not be eligible for refunds of previously paid storage fees. Any adjustments or corrections made after the 30-day period will apply only to future charges, and Vervante does not assume responsibility for refunding storage fees already paid for periods prior to a reported discrepancy.

Vervante reserves the right to terminate the storage agreement for any reason, including but not limited to no movement in product, failure to pay, or lack of communication regarding the status of the account or relationship with Vervante. In the event of termination due to non-payment or lack of communication, Vervante will make reasonable attempts to



contact the customer. If no payment or communication is received within 90 days of the initial unpaid invoice, Vervante reserves the right to take action, including disposal of the customer's products without further liability or obligation to the customer.

**PAYMENT:** Vervante will invoice customer on the 1<sup>st</sup> and 15<sup>th</sup> of each month for orders shipped during the previous billing period. This may include printing, production, storage, order and pick fees and shipping. Invoices will be posted in customer's account and a notification email sent on the 1<sup>st</sup> and 15<sup>th</sup> of each month. Vervante will charge customer's credit card on file within 1-2 days after invoices are posted in Customer's account. Customer may pay via credit card on file or wire transfer. All payments are due within five days i.e. 5<sup>th</sup> and 20<sup>th</sup> of each month. We extend credit to customers with an established payment history. New customers may be asked to prepay until a payment history has been established. The established credit history is determined by the Vervante Accounting Department.

**VALID PAYMENT METHOD:** Customer agrees to keep valid card on file to cover all charges for orders or other services. If credit card or payment method on file is not valid at time payment is due, Vervante will charge 2.33% interest per month for late payments.

**CANCELLATION OF AN ORDER:** Every attempt will be made to cancel an order at customer's request. Once the deposit has been made for a bulk order, the order goes immediately into the production queue and the order cannot be canceled.

**FEE SCHEDULE:**

- Upload fee: \$35 per title (zip all PDFs for a product and upload one folder)
- Per order fee for order fulfillment: \$2.00 per order
- Pick fee per item for each item we add to the box/order: \$.25 per item
- Postage: Actual postage based on weight and shipping method and destination
- Order processing fee: Free if in a specific format (see Order Processing page in HELP section of Vervante site), or \$1.25 for each manually processed order
- Returned Order Fee: \$4.00 for each returned order
- Returned Media Mail Postage: orders returned are charged for returned postage

**Storage Fees: (minimum \$1.00 per item per billing cycle)**

Category	Size	Description (examples based on size)	Daily Rate Per Item
A	Xsmall	pen, sticker, sticker sheets, bookmark, postcard, tuck box	\$ 0.001
B	Small Item	Paperback book, plastic spiral bound products, single CDs/DVDs, card decks, USB, drawstring bags, tab sets	\$ 0.002
C	Med Item	hardcover products, items with 10mm laminated covers, wire-o bound products, metal spiral bound products, 3-ring binders	\$ 0.004
D	Large	poster, custom printed mailer box, apparel, supplement, water bottle, mugs, DVD sets, stuffed animal	\$ 0.008
E	Xlarge	Exercise equipment, boxed electronics	\$ 0.009

**WARRANTIES:** The Author represents that he or she is the sole author of the Work and is the owner of the copyright to all of its contents; that he or she has not engaged in plagiarism and that the Work, if fiction, represents no real event or person(s) that could in any way be deemed libelous and that, if nonfiction, does not misstate or omit any fact which would libel any person(s) or result in a person(s) being placed in a false or damaging light; and that the Work does not infringe the copyright, trademark or privacy of any third party; and that he or she is owner of any trademarks and/or



trade names associated with the Work; that the Work does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.

**INDEMNITIES:** The Author agrees to indemnify, defend and hold harmless Vervante, its employees, shareholders, directors, partners, representatives, successors and assigns of, from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, and judgments resulting from claims of third parties regarding ownership, libel, slander, plagiarism, privacy violations, copyright infringement, misappropriation, and similar claims arising from publication of the Work. Vervante may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense.

**TERMS AND EXCLUSIVITY:** This Agreement is non-exclusive, the Author retains the copyright for this Work and may enter into other publishing agreements. Either party has the option to terminate the Agreement at any time, with or without cause. If the Agreement is terminated by the Author prior to publication, publishing fees less any fees for pre or post publication services such as page layout or any add-on service already fulfilled, will be refunded (or applied against any outstanding amounts in the Author's account.) If the Agreement is terminated by Vervante, all publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). Publication fees are defined as those fees directly associated with disk and/or paper manuscript submission. Fees related to other pre or post publication services, such as data entry, corrections, cover design, image processing, or book sales, are not refundable. Fees for the publication of subsequent editions of the Work are not refundable. If the Agreement is terminated by Vervante due to a breach of Agreement by Author, no fees shall be refunded.

**NOTICES:** All notices to Vervante must be sent in writing to its office at 224 South Main Street, STE 202, Springville, Utah 84663. All notices to the Author shall be in writing to the address specified by the Author.

**AGREEMENT:** This written Contract contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is sought to be enforced.

**LAW & VENUE:** The laws of the State of Utah shall govern this Agreement. Recognizing the expense, distraction, and uncertainty resulting from litigation of disputes which may arise under this Agreement, the parties have agreed that except as specifically provided herein, they shall submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in Utah. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

**INTELLECTUAL PROPERTY RIGHTS PROTECTION:** The customer represents and warrants to Vervante: (a) that it is the true and rightful owner of, or is licensed or otherwise possesses legally enforceable rights to use the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks, trade names, copyrights or other intellectual property rights relating to the materials provided to Vervante by the customer under this agreement, including but not limited to the right to reproduce, manufacture and otherwise use the materials; (b) that the customer and Vervante are not, or will not be, as a result of the execution and delivery of this agreement or the performance by Vervante of the obligations hereunder, in violation of any intellectual property rights of third parties; and (c) that no claims with respect to the customer's intellectual property rights or third party intellectual property rights in the materials are currently pending, nor to the knowledge of the customer, are threatened by any person, nor, to the customer's knowledge, do any grounds for any claims exist.

The customer agrees to provide Vervante, upon request, all necessary documentation of ownership or other legal rights, including without limitation all pertinent copyright and licensing information. By reserving these rights, Vervante does not



in any way assume an obligation to investigate or verify ownership of any materials provided by the customer, and Vervante may rely on the customer's representations and warranties herein.

If Vervante determines, or has reason to believe, that the customer does not have the authority to produce the products sought hereunder, Vervante will have no further obligations to the customer to provide any products or any other services with respect to such materials, and Vervante will return such materials to the customer.

CONTACT: [customerservice@vervante.com](mailto:customerservice@vervante.com) or by phone at (877) 2-VERVANTE