

Publishing Agreement

This Book Release Agreement ("Agreement") is entered into as of today ("Effective Date") by and between Ocotillo Wells Publishing d/b/a BBSA LLC, 8 the Green #10513, Dover, DE - United States ("Author") and

("Owner").

Author and Owner (each a "Party" and collectively, the "Parties") agree as follows:

1. Purpose of this Agreement: Owner owns or controls the full Rights (see Section 2 below) to the content and images "Content" submitted today directly by the Content Owner to the Author website.

Author is the author of the book provisionally titled *Best in Business* ("Book") and wishes to incorporate the Content into the manuscript of the Book and to publish and distribute the "Book" worldwide in any media. This Agreement records the grant of the Rights and the terms and conditions of the grant of Rights.

2. Rights: The Content Owner grants the Author (and Author's assignees and designees), the exclusive right and license to the perpetual use of the Content in the Book and for the Book promotion. The Author is permitted to use the Content within the same context as the original. The Author reserves the right to edit, alter, or add to the Content, before getting the final approval from the Owner. By submitting the Content to the the Author, the Owner grants the Author a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the Content in or in connection with the Author, the BASA Awards® services, any video productions produced by the Author or its licensees and partners, any Author and the BASA Awards® social media accounts and otherwise in connection with the Author and the BASA Awards® business in any media whatsoever. The Author may maintain copies of any Content for purposes of backup, security, or maintenance or as required by law.

(c) Following the receipt of the Content and signed agreement, the Author will edit and format it to fit the Book concept and send it to the Owner for final approval. After that point, the Owner understands that the content will be published 'as is' and will no longer have the ability to make further changes, even if the content contains errors or inaccuracies.

3. Fee: The Owner will not pay any Fee to the Author to be featured in the Book, nor will they be required to purchase any copies of the Book. Likewise, the Author will not pay the Owner any Fee for the grant of Rights. This mutual fee waiver serves as full and complete compensation for the use of the Content, and the Owner retains no rights to the results and proceeds of the Book.

4. Credit: The Author is under no obligation to use the Content.

5. Representations and Indemnity: Owner represents and warrants that: (a) Owner is the sole owner of the Content, or solely controls the rights to the Content and is free to enter into this Agreement and to grant the rights in this Agreement without the approval of any other person or entity, and (b) the Content does not infringe on or violate any law or infringe on any third party's rights, including, without limitation, any copyrights or rights of privacy or publicity. The submitted Content is true and accurately represents reality. Any images submitted as Content are original, unaltered, and not generated using AI. They have not been sourced from free or paid image databases or stock libraries. The Owner indemnifies the Author against any breach or alleged breach of the Owner's representations and warranties. The Owner has the written consent or permission of every identifiable person depicted or mentioned in the Content (including, where relevant consent of the parent or guardian of anyone under 18 years of age) to allow the Author to use their name, image or likeness in the manner contemplated by the Ocotillo Publishing Terms of Use. (c) Furthermore you agree that the submitted Content: (i) does not include lies or misrepresentations that could damage the Author or any third party; (ii) is not unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate; (iii) is an advertisement or solicitations of business; or (iv) does

not impersonate another company or person.

6. Prior agreements and enforceability: This Agreement supersedes and replaces anything that the Parties have agreed to on this subject matter before the Effective Date. If a court determines that any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

7. Assignment: This Agreement may be freely assigned by the Author but may only be assigned by the Owner with the Author's prior written approval.

8. Amendments: All changes to this Agreement will only be valid and binding on the Parties if they are made in writing and signed by both Parties.

9. Waiver: Waiver of one breach of this Agreement is not a waiver of any other breach.

10. Law and Forum: This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, United States ("State"), without regard to conflict of laws principles, and all claims must be submitted to arbitration and be resolved in the State. The prevailing Party in arbitration will be entitled to costs and legal fees.

11. Notices: Any notices will be sent via email to the address on the first page and will be effective on receipt.

12. Additional Terms: ----

Owner:

Date:

Author: Anna Stella

A handwritten signature in black ink that reads "Anna Stella". The signature is written in a cursive, flowing style.

Ocotillo Wells Publishing

Address: 8 The Green, 10513 Dover, DE 19901. United States of America
Email: info@bbsa-marketing.com